



SHIP CREEK BRIDGE 114.3 REPLACEMENT

INVITATION TO BID
No. 25-18-213091

MARCH 12, 2025

ALASKA RAILROAD CORPORATION
327 WEST SHIP CREEK AVENUE
ANCHORAGE, ALASKA 99501



ALASKA RAILROAD CORPORATION
327 W. Ship Creek Avenue
Anchorage, AK 99501
Phone 907.265.2218
Walkerr@akrr.com

March 12, 2025

INVITATION TO BID #25-18-213091

SHIP CREEK BRIDGE 114.3 REPLACEMENT

Response Required: This page must be completed and returned to ensure receipt of future addenda or additional information. Please e-mail this form to Walkerr@akrr.com. All addenda will be forwarded to the contact name and number listed below.

Firms that have not returned the cover sheet will not be informed of addendums and will only be alerted to addendums by checking with the ARRC procurement officer or by checking ARRC's internet site: www.alaskarailroad.com , select Procurement and then Solicitations. Bidders must acknowledge the receipt of all issued addendums in their proposal/bid submittal.

Company _____

Address _____

Contact _____

Phone _____ Fax _____

Email _____

Website: www.alaskarailroad.com

THIS IS NOT AN ORDER

DATE ITB ISSUED: March 12, 2025

INVITATION TO BID (ITB) # 25-18-213091

Ship Creek Bridge 114.3 Replacement

SEALED BIDS WILL BE RECEIVED AT:

**Alaska Railroad, Corporation
Attn: Rob Walker
327 West Ship Creek Avenue
Anchorage, AK 99501**

**UNTIL 3:00 P.M. LOCAL TIME ON APRIL 2, 2025
AT WHICH TIME BIDS WILL BE PUBLICLY OPENED**

Bids received by e-mail transmission will not be considered for award. Bids shall be submitted on the forms furnished herein. Hand-delivered bids, amendments or withdrawals must be received by ARRC's Supply Management Section prior to the scheduled time of bid opening.

Pre-Bid Site Visit: A Pre-Proposal Site visit will held **Wednesday, March 20, 2025 at 11:30 AM**. We will meet at the ARRC General Office Building, 327 W Ship Creek Ave. To participate in this meeting and site visit, interested firms must provide name(s) and cell telephone number(s) for proposed attendees to Walkerr@akrr.com by 3:00 p.m. March 18, 2025. A representative of the ARRC will conduct a safety briefing and will provide an escort onto ARRC property for the site visit. PPE: Hardhats, safety vests, protective footwear, safety glasses will be required. A bidder's failure to attend the pre-bid conference will in no way relieve the bidder of the responsibility of performing the work in compliance with the intent and meaning of the terms, conditions and specifications of this ITB.

IMPORTANT: Federal Funding:

Work associated with this ITB is funded in part by funds from the Federal Transit Administration an operating administration of the United States Department of Transportation, and the Alaska Railroad Corporation (ARRC). This solicitation package contains some provisions that are designated as applicable to FTA and ARRC funded projects using 2024 FTA 5357 funds.

ARRC may award a contract resulting from this solicitation to the responsive bidder whose bid conforming to this solicitation will be the most advantageous to the ARRC. ARRC may reject any or all offers if such action is in the best interest of ARRC, and waive informalities and minor irregularities in offers received. Any resulting contract from this solicitation shall incorporate the Standard Instructions, and General Terms and Conditions incorporated in this solicitation.

ARRC shall not be held responsible for bidder's lack of understanding of what is required by this bid. Should a bidder not understand any aspect of this bid, or require further explanation, or clarification regarding the intent or requirements of this bid, it shall be the responsibility of the bidder to seek guidance from the ARRC.

ARRC reserves the right to reject any and all bids, or any part thereof, negotiate changes in bids, accept any bids or any part thereof, waive minor informalities or defects in any bids, and not to award the proposed contract if it is in the best interest of the ARRC.

This solicitation is not to be construed as a commitment of any kind nor does it commit the ARRC to pay for any costs incurred in the submission of an offer or for any other incurred cost prior to the execution of a formal contract

BIDDER/VENDOR TERMS AND CONDITIONS: PROSPECTIVE BIDDERS ARE CAUTIONED TO PAY PARTICULAR ATTENTION TO THIS CLAUSE. Bidder/contractor imposed terms and conditions which conflict with this Invitation for Bid terms and conditions are considered counter offers and, as such, will cause the Alaska Railroad Corporation to consider the bid non-responsive.

If a bidder attaches additional terms and conditions as part of the bid, such attachments must be accompanied by a disclaimer stating that in the event of conflict between the terms and conditions of this Invitation for Bid and the terms and conditions of the bidder/contractor, the terms and conditions of the Invitation for Bid will prevail.

ARRC Disadvantaged Business Enterprise (DBE) Program: ARRC is an equal opportunity corporation that encourages the participation of DBEs as prime contractors and subcontractors on its contracts funded in whole or in part by the Federal Transit Administration (FTA) or the Federal Highway Administration (FHWA). ARRC has a race neutral DBE Program and does not set DBE goals on individual solicitations. Nonetheless, the ARRC aspires to achieve an overall DBE participation of 4.0% in federal fiscal years 2025-2027 on contracts funded by agencies within the U.S. Department of Transportation. If this contract is funded in whole or in part by funds from the FTA, FEMA or the FHWA, it is imperative that you consult the Federal Terms and Conditions portion of this solicitation.



The Alaska Railroad is a member of Green Star (<http://www.greenstarinc.org/>). ARRC earned an initial Green Star Award in 1994 and a Green Star Air Quality Award in 2007. The Alaska Railroad considers Green Star membership to be a positive business attribute, and regards a Green Star award as a tangible sign of an organization's commitment to environmental stewardship and continual improvement within its operations.

Return your bid in a sealed envelope, the envelope used in submitting your offer shall be plainly marked with the following information:

1. Offeror's Name -
2. ITB # 25-18-213091
3. Date and Time Scheduled for Receipt of Offers.
4. Sealed Offer: Ship Creek Bridge 114.3 Replacement

Please direct all responses and/or questions concerning this invitation to bid in writing to Rob Walker, Alaska Railroad Corporation, Supply Management, 327 W. Ship Creek Avenue, Anchorage, AK 99501, telephone number 907-265-2218, email address Walkerr@akrr.com.

Sincerely,

Rob Walker
Logistics Manager
Alaska Railroad Corporation

INDEX

APPENDIX A	<u>REQUIRED DOCUMENTS</u>
APPENDIX B	<u>BIDDERS INSTRUCTIONS & SPECIAL REQUIREMENTS (Construction)</u>
APPENDIX C	<u>SCOPE OF WORK</u>
APPENDIX D	<u>ARRC STANDARD SPECIFICATIONS FOR CONSTRUCTION</u>
APPENDIX E	<u>SPECIAL PROVISIONS</u>
APPENDIX F	<u>FORMS</u> BID FORMS 1. ARRC CONSTRUCTION BID FORM 2. ARRC BID BOND 3. ARRC - CONTRACTOR RESPONSIBILITY QUESTIONNAIRE ARRC SUBCONTRACTOR LIST - [First Tier Subcontractors Only] ARRC PAYMENT BOND ARRC PERFORMANCE BOND ARRC SAMPLE CONSTRUCTION CONTRACT
APPENDIX G	REQUIRED CONTRACT PROVISIONS FOR FEDERAL-AID CONTRACTS
APPENDIX H	<u>COST SCHEDULE</u>

ATTACHMENTS

1. ARRC Mitigation Measures
2. ARRC Steel Package IFC
3. Construction Plans IFB
4. DOL Pamphlet 600- Issue 49, Effective 9/1/2024
Use the State wage rates that are in effect 10 days before Bid Opening.
5. Federal Wage Rates:
Federal wage rates can be obtained at <https://sam.gov/content/wage-determinations> for the State of Alaska. Use the federal wage rates that are in effect 10 days before Bid Opening.

APPENDIX A – REQUIRED DOCUMENTS

REQUIRED FOR BID Bids will not be considered if the following documents are not completely filled out and submitted at the time of bidding.

1. Contractor Responsibility Questionnaire - [Form 395-0136]
2. Construction Bid Form - [Form 395-0121]
3. Bid Bond - [Form 395-0120]
4. Cost Schedule - Appendix H
5. Federal Requirements: Appendix G

22. FTA BUY AMERICA REQUIREMENTS-49 USC §5323(j); 49 CFR Part 661
25. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING-31 USC 1352, 49 CFR Part 19, 20

REQUIRED AFTER NOTICE OF AWARD The successful proposer is required to complete and submit the following documents within **five (5) working days** after receipt of written notification:

1. Subcontractor List - [Form 395-0131]

REQUIRED FOR AWARD In order to be awarded the contract, the successful bidder must completely fill out and submit the following documents within the time specified in the intent to award letter:

1. Certificate of Insurance - [from Insurance Carrier]
2. Payment Bond - [Form 395-0126]
3. Performance Bond - [Form 395-0127]
4. Alaska Contractors and Business Licenses
5. State of Alaska Department of Labor Notice of Work
6. Construction Contract - [Form 395-0122]; Notice to Proceed (ARRC Generated)
7. Escrow Documents deposited into Depository
8. Construction Quality Control (CQC) Plan
9. Contractor's Site Health & Safety Plan

POST AWARD DOCUMENTATION

1. Weekly Certified Payrolls
2. Copy of State of Alaska Contractor Notice of Completion

APPENDIX B – BIDDERS INSTRUCTIONS & SPECIAL REQUIREMENTS (CONSTRUCTION)

To be considered for award, Bids must be made in accordance with the following requirements:

Duty to Seek Clarification: ARRC shall not be held responsible for a Bidder's lack of understanding of what is required by the Invitation to Bid. Should a Bidder not understand any aspect of the Invitation to Bid, or require further explanation or clarification regarding the intent or requirements of the same, it shall be the responsibility of the Bidder to seek clarification from ARRC prior to submitting his or her Bid.

Terms and Conditions: Any resulting contract from this Invitation to Bid shall incorporate the general terms and conditions contained in this bid package.

Contract Documents: Bidders shall familiarize themselves with the requirements of all of the Contract Documents which include, but are not limited to the "Bidders Instructions & Special Requirements", the Invitation to Bid, Bid and Contract Forms, General Conditions, Special Provisions, Specifications, Drawings, any Addenda issued prior to the receipt of Bids, and any other documents referenced or incorporated therein.

Examination and Interpretation of Documents: Each Bidder shall examine the Contract Documents carefully and shall make written requests to ARRC prior to Bid submission for interpretation or correction of any ambiguity, inconsistency, discrepancy, omission, or error therein which the bidder may discover. Any interpretation or correction will be issued in an Addendum by ARRC. Only a written interpretation or correction shall be binding. No Bidder shall rely on any interpretation or correction given by any other method.

Addenda: ARRC may modify the Invitation to Bid prior to the date fixed for opening of Bids by issuance of an Addendum to all parties who have been furnished the Bid Package for bidding purposes. Bidders must acknowledge receipt of all Addenda on the Construction Bid Form [Form 395-0121].

Qualification of Bidders: Pursuant to ARRC Procurement Rule 1600.3, before a Bid is considered for award, ARRC may request a Bidder to submit information regarding the Bidder's capability in all respects to fully perform the contract requirements or the individual integrity and reliability which will assure good faith performance. Such information shall include the Bidder's prior experience in performing comparable Work, the availability of necessary financing, equipment, facilities, expertise and personnel to perform the Work and whether he or she has ever been terminated or defaulted on construction work.

Bid Forms: Bids must be submitted on the forms provided by ARRC, completed in all respects as required by the Bid Forms and other Contract Documents and manually signed by an authorized official of the Bidder. Bidders may make copies of the Bid Forms for submission of Bids.

Submission of Bids: Bids must be submitted as directed in the Invitation to Bid prior to the exact time set for opening bids. Late bids will not be considered.

Modification, Correction, Withdrawal of Bids: Modification, correction or withdrawal of Bids will be allowed only as provided in ARRC Procurement Rule 1200.8.

Bid Opening: Bids will be opened in public at the time set forth in the Invitation to Bid in accordance with ARRC Procurement Rule 1200.6. The contents of the Bids will be open for public inspection after the notice of intent to award a contract is given.

Evaluation of Bids: Bids will be evaluated in accordance with the provisions of ARRC Procurement Rule 1200.7. Alternative bids, if called for, are intended to provide ARRC a range of comparative costs which will allow identification of the combinations most responsive to ARRC's need. The order in which the alternatives are listed or set out in the Invitation to Bid should not be taken as any indication as to the order in which ARRC may elect to select the alternatives, if any. Bidders shall submit bid prices for all alternatives stated in the Invitation to Bid and are advised that the order in which the alternatives, if any, are chosen by ARRC, may affect which Bidder is the lowest responsive and responsible Bidder.

Bid Security: In accordance with ARRC Procurement Rule 1200.4, all Bids shall be accompanied by bid security in the form of a cashier's check or an acceptable Bid Bond, a form of which is provided herein, in the amount of five percent (5%) of the Bid price.

Rejection of Bids: ARRC reserves the right to waive minor defects or informalities in a Bid in accordance with the provisions of ARRC Procurement Rule 1200.8, or to reject any or all Bids in accordance with the provisions of ARRC Procurement Rule 1600.2.

AGGRIEVED BIDDER/OFFEROR: An aggrieved bidder/offeror may protest an ARRC procurement action by filing a written protest with the procurement officer in accordance with the procedures and time limits specified in ARRC Procurement Rules 1800.1-1800.11.

Award of Contract: Unless the Invitation to Bid is canceled or all bids are rejected, the procurement officer shall award a contract based on the solicited bids with reasonable promptness by written notice to the lowest, responsible and responsive Bidder whose bid conforms in all material respects to the requirements and criteria set out in the Invitation to Bid.

Execution of Contract: A written contract must be signed by the Bidder to whom an award is made and returned to ARRC within ten (10) calendar days, together with all required performance and payment bonds, and certificate(s) of insurance in the amounts required by the Invitation to Bid. The Bidder to whom award is made shall not be permitted to occupy the project site until he has first obtained the required insurance and submitted to ARRC proof of such insurance together with a statement certifying that said insurance conforms to requirements set forth in the Invitation to Bid.

Failure to Execute Contract: If the Bidder to whom the Contract is awarded refuses or neglects to execute it, or fails to furnish the required bonds and insurance within the time specified, the amount of his bid security may be retained by ARRC as liquidated damages.

Government Contract Requirements: If Federal funds will be used to pay for any part of the project described in the Invitation to Bid, any contract awarded hereunder will contain provisions requiring the successful Bidder to comply with all pertinent provisions, agreements, and clauses of the subject federal grant and all pertinent laws, regulations, Presidential directives, and executive orders to the extent they apply to the subject matter of the contract.

Drug and Alcohol-Free Workplace: Safety is paramount at ARRC. For that reason, ARRC maintains an alcohol and drug-free workplace and requires that the Contractor do the same. At

all times during the performance of this contract, the Contractor shall have in place a written drug and alcohol program that includes, at a minimum, the following:

- a. a requirement that all applicants present a negative pre-employment drug screen prior to being hired by the Contractor;
- b. a requirement that employees submit to a "reasonable suspicion" drug and/or alcohol test when showing signs and symptoms of drug and/or alcohol influence on duty;
- c. a requirement that employees submit to "reasonable cause/post-accident" drug and alcohol tests following certain accidents or incidents (with the threshold level triggering testing to be determined by the Contractor);
- d. a provision defining a positive alcohol test as one that reveals a breath alcohol level of .02 or greater;
- e. a provision defining a positive drug test as one that reveals concentrations at the levels set forth in 49 C.F.R. § 40.87(b)(screening test) and 49 C.F.R. § 40.87(c)(confirmatory test) or greater;
- f. a provision that outlines the consequences of a positive drug or alcohol test and the consequences of an employee's refusal to submit to drug/alcohol testing; and
- g. a provision that establishes the conditions under which an employee may return to work following a positive drug and/or alcohol test, which at a minimum include an evaluation by a substance abuse professional and compliance with a recommended treatment program.

The Contractor agrees that at any time during the performance of this contract, if an ARRC employee reports to the Contractor that an employee of the Contractor or its subcontractor is showing signs and symptoms of drug/alcohol influence on duty, the Contractor shall remove the employee from ARRC property immediately and shall have the employee tested for drug/alcohol influence. If the employee tests positive, the Contractor shall ensure that the employee is not returned to work on the project until he/she has met the return-to-work requirements contained in the Contractor's written program.

Offer Acceptance Period: For the purpose of award, offers made in accordance with this ITB shall be good and firm for a period of sixty (60) days from the date of bid opening.

Site-Safety Plan Requirement: Before the contractor or any subcontractor begins any construction related work under this contract including but not limited to mobilization, equipment setup, storage, etc., taking place on sites under Alaska Railroad Corporation (ARRC) control, they will submit a site Health and Safety Plan to ARRC for compatibility acceptance.

The plan must be compatible with ARRC Safety Policies, including On-Track Safety, ARRC on-site employee safety including safety for Project Managers, Construction Managers, Flaggers, Visitors, Safety personnel, Quality Assurance staff, vendors, and the public. The plan must outline procedures for first aid, emergency response, chemical exposures, spills, site sign-in requirements for site-safety briefings, coordination with ARRC dispatch, Section 6.16 (SAFETY AND PROTECTION), Section 6.17 (WORK SAFETY ON RAILROAD PROPERTY), and Section 6.18 (EMERGENCIES), other sections of the contract GENERAL CONDITIONS.

A complete, detailed Site-Safety Plan shall be submitted to the Project Manager at least 10 days prior to commencement of any Work on the Project

Contractor's Instructions for Submitting Certified Payroll: This contract includes work on an Alaska Railroad Corporation (ARRC) construction project, which is subject to the wage/certified payroll requirements of the Alaska Department of Labor Workforce Development (DOLWD) and/or it may include work on a federally funded construction project and be subject to U. S. Department of Labor Davis-Bacon Act wage/certified payroll requirements.

As part of the contract the following will be required:

1. All contractors on a construction project funded in whole or in part with federal funds shall pay laborers and mechanics the higher of the two wages listed in this contract from the U. S. Department of Labor (www.access.gpo.gov/davisbacon/ or <http://www.gpo.gov/davisbacon/ak.html>) or from the DOLWD (www.labor.state.ak.us/lss/home.htm). Contractors on an ARRC-funded construction project shall pay laborers and mechanics the appropriate wage established by the DOLWD under the Little Davis Bacon Act.
2. All contractors employing laborers and mechanics on the project for must submit weekly certified payrolls that contain the information listed on the DOLWD Weekly Certified Payroll Form 07-6058, pages 1 and 2. Page 2 is the "Statement of Compliance" and must bear an original signature. The prime contractor is responsible for gathering the certified payrolls from each subcontractor and for submitting them, along with their own, to ARRC.
3. These weekly certified payrolls must be sent to ARRC within seven days after the regular "payday" for that certified payroll at the following address:

Alaska Railroad Corporation
Attn: Certified Payroll Clerk
P.O. Box 107500
Anchorage, AK 99510-7500
Email: certifiedpayrollprocessor@akrr.com

The contractor and its subcontractors are also responsible for filing certified payrolls with DOLWD as required.

4. The certified payroll must be completely filled out by the contractor including, but not limited to:
 - i. **Contractor's complete name**, including joint ventures, Inc., LLC, etc.
 - ii. **Contractor's license number**, also called the contractor's registration number, is required in addition to a business license to do construction work in the state
 - iii. **Employee's**
 - a. Name
 - b. Address (domicile and mailing)
 - c. Social security number
 - d. Job classification

- e. Hours worked
- f. Wages/fringe benefits paid
- iv. **Contracting agency project number**, which is the ARRC contract/purchase order number and is listed on the DOLWD finalized Notice of Work. This notice also lists the **DOLWD project number, project name, and location**. The prime contractor will supply all of this information to its subcontractors.
- v. **Week ending date and payroll numbers**. The first week or part of a week of payroll will be designated as payroll number 1 for the first week, 2 for the second week, etc. until the final week worked on the project. If no work is completed during a given week, the contractor must nonetheless submit a certified payroll for that week, with the appropriate consecutive payroll number for that week, and write "No Work Performed" on payroll.
- vi. The **Statement of Compliance** must be completely filled out indicating how fringe benefits are paid and listing the payroll period. The Statement of Compliance must be signed, dated, and filed within seven days of the payment date of the payroll.
- vii. **Stamp or write "Confidential"** on the certified payroll to help insure the privacy of contractor employees.

Sample copies of DOLWD certified payroll forms with the "Statement of Compliance" is shown in Figures 1 and 2 below.

Failure to timely submit complete and accurately filled out weekly certified payrolls to ARRC may result in the delay of payment on the contract.

STATEMENT OF COMPLIANCE

CERTIFIED PAYROLL FORM 07-6058

Contractors & Subcontractors Please Note!!!

SSN MUST be listed for each employee on payroll

8 AAC 30.020 CERTIFIED PAYROLL. (a) All Contractors (including owner/operators) who perform work on a public construction contract for the state or political subdivision of the state shall file with the Department a certified payroll (Form 07-6058) before Friday of each week that covers the preceding week.

(b) The certified payroll shall be submitted to the Department's regional office in which the work is performed.

In lieu of submitting Form 07-6058, contractors may submit his/her payroll form. THE FORM MUST CONTAIN SOCIAL SECURITY NUMBERS FOR EACH EMPLOYEE.

Region I, North of N63°

Labor Standards & Safety Div, DOLWD
675 7th Ave, Station J-1
Fairbanks, AK 99701-4593
(907) 451-2886 Fax: (907) 451-2885

Region II, South of N63°

Labor Standards & Safety Div, DOLWD
3301 Eagle Street, Suite 301
Anchorage, AK 99503-4149
(907) 269-4900 Fax: (907) 269-4915

Region III, Southeast Alaska, (From Yakutat south)

Labor Standards & Safety, DOLWD
P. O. Box 21149
1111 W. 8th Street, Rm 302
Juneau, AK 99801
(907) 465-4842 Fax: (907) 465-3564

The contractor's payroll record must contain the same information required on this form.

Sec. 35.05.040 requires that all contractors or subcontractors who perform work on a public construction contract for the state or a political subdivision of the state shall, BEFORE FRIDAY OF EACH WEEK, file with the Department of Labor and Workforce Development (DOLWD), a sworn affidavit for the previous week, setting out in detail the number of workers employed, wages paid each week, job classification of each employee, hours worked each day and week, and other information which the DOLWD requires.

CONTRACTORS WHO DISREGARD THEIR OBLIGATIONS TO THEIR EMPLOYEES, INCLUDING PAYMENT OF THE APPROPRIATE PREVAILING RATES OF PAY, UNCONDITIONAL PAYMENT, AND PAYMENT NOT LESS THAN ONCE A WEEK MAY BE DEBARRED FROM PUBLIC CONSTRUCTION.

Date: 22-Dec-04

(2) That Alaska Strong Steel, Inc. (Contractor / Subcontractor)

(c) Each laborer, mechanic or field surveyor listed on this payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as currently published by DOLWD, except as noted in Section 6(b).

I Jane Doe, President do hereby state (Name of Signatory Party) (Title) (1) That I pay or supervise the payment of persons employed by Alaska Strong Steel, Inc. on the (Contractor / Subcontractor)

is in full compliance with the provisions set forth in AS 36.10, which requires employment preference for Alaska residents as outlined in AS 36.95.010; and (3) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete;

Gold Creek Bridge Project ; that during the payroll (Building or Work)

Table with 2 columns: Exception (Craft), Explanation

period commencing on 12-Dec-04, and ending on (date) 18-Dec-04, all persons employed on said project have (date) been paid full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

(4) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with the State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such agency exists in the State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor; or

Alaska Strong Steel, Inc. (Contractor / Subcontractor)

from the full weekly wages earned by an person, and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions, on projects covered by Alaska Statute 36 as defined in regulations issued by the Commissioner of Labor; or on Federal Projects as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948; 63 Stat. 108; 72 Stat. 967; 76 Stat. 357; 40 USC 276 (c), and described below:

(5) That I am a bona fide owner/operator and that my contract amount meets or exceeds the prevailing wage for each hour I have worked. My last progress payment was received on For (6) That where fringe benefits are paid to approved plans, funds or programs: (check all applicable items) (a) In addition to the basic hourly wage rates paid to each laborer, mechanic or field surveyor listed on this payroll, payments of fringe benefits as currently published by DOLWD have been or will be made to the appropriate programs for the benefit of such workers, except as noted in Section 6(d) below. Fringe benefit payments will be made at least quarterly to an approved plan. The name of the plan is:

Jane Doe

Signature (original signature required)

Jane Doe, President

Name & Title (print or type)

APPENDIX C – SCOPE OF WORK

BR 114.3 Replacement

The purpose of this project is to build a new Rail Bridge at ARRC Mile Post 114.3 over Ship Creek in Anchorage Alaska. The existing super structure consists of two 34' steel beam approach spans, one 125' steel pony truss, two concrete piers built up on pile and 2 concrete abutment caps on pile. The proposed structure will consist of two 79' ballast deck beam spans, one 30' ballast deck beam span, two abutments and two bents consisting of a total of ten driven steel pipe pile (42" x 7/8" wall at bent 3 and 48" x 1' wall at the abutments and bent 2) and reinforced concrete caps. The new bridge will be built on the existing alignment.

Work completed under this contract includes, but not limited to;

- The removal and disposal of the existing superstructure in its entirety and sub structure to the limits shown in the plans.
- The installation of the new bridge sub structure and super structure.
- Fabrication of all concrete abutments, piers, and wingwalls.
- Track Raise and surfacing across the limits and to the proposed profile shown in the plans.
- Removal of the two abandoned creek access staircases.
- Installation of new riprap at the abutments with dimensions and grades shown in the plans.
- Construction, maintenance, and removal of all temporary access pads and structures necessary for the contractor to complete the work and within the limits permitted.

ARRC is supplying the steel super structure (shown in the *BR_114.3_Ship Creek – Steel Package-IFC*) and the track materials including ties, track jewelry and rail.

Work shall be planned to minimize the duration of track outages during the work week. Expect uninterrupted windows generally 3 pm Friday to Monday at 7 am. Train traffic will frequently interrupt any work or equipment fouling the tracks Monday through Friday from 7 am to 3 pm. An ARRC provided Railroad Flagger will provide track protection, hold authority over the track when able, and communicate train traffic to the contractor.

The in-water work window dictated by NMFS and ADFG is from December 1st to March 31st. All in-water work, temporary or permanent needs to be completed during this time. This includes the removal of temporary structures.

Substantial completion needs to be reached by May 1,2026 This deadline avoids impacting the passenger season. The Municipality of Anchorage has a project to construct a bike path underneath the proposed 30' span. To facilitate their work, grading and civil work at the south approach needs to be complete and available for the Municipalities contractor to begin work on June 1st 2026. Final Completion date is July 31,2026.

APPENDIX D

ARRC STANDARD SPECIFICATIONS FOR CONSTRUCTION MARCH 2025 EDITION (ORANGE BOOK)

Unless noted otherwise herein, the March 2025 edition of the ARRC Standard Specifications for Construction shall be referenced as the 2025 ARRC SSC (Orange Book).

The aforementioned reference manual can be found at:

<https://www.alaskarailroad.com/corporate/procurement/forms-and-resources>

APPENDIX E – SPECIAL PROVISIONS

Work shall be completed in accordance with the project drawings, the statement of services, and the suggested installation procedures as provided by the manufacturer. In the event of technical specification conflicts, the project drawings shall control, unless otherwise noted herein.

It is recommended that the Contractor become familiar with the site conditions and review the Owner provided information prior to bidding the work, so as to make their own assessment of what means and methods will be necessary to complete the work.

All construction shall meet the current industry standards for the work being performed. The Contractor will help the Owner, or its representative perform construction observation and oversight as required to complete the project and provide quality assurance for the project. All work shall meet all the stipulations stated herein and in any governing permits.

BRIDGE 114.3 OVER SHIP CREEK BRIDGE REPLACEMENT

TECHNICAL SPECIAL PROVISIONS REV: 0 (ISSUE FOR BID)

LIST OF SPECIAL PROVISIONS:

SP-201	CLEARING AND GRUBBING
SP-202	REMOVAL OF STRUCTURES AND OBSTRUCTIONS
SP-205	EXCAVATION AND FILL FOR MAJOR STRUCTURES
SP-301	AGGREGATE BASE AND SURFACE COURSE
SP-501	CONCRETE FOR STRUCTURES
SP-503	REINFORCING STEEL
SP-504	STRUCTURAL STEEL
SP-505	PILING
SP-508	WATERPROOFING MEMBRANE
SP-618	SEEDING
SP-640	MOBILIZATION AND DEMOBILIZATION
SP-643	TRAFFIC MAINTENANCE
SP-691	TEMPORARY WORKS
SP-709	REINFORCING STEEL
SP-731	WATERPROOFING MEMBRANE
SP-802	RAILROAD TRACK CONSTRUCTION

SP-201, CLEARING AND GRUBBING

SSC Section 201 Clearing and Grubbing is modified as follows:

201-3.01 GENERAL.

Add the following paragraph to the end of the section:

Prior to beginning clearing and grubbing activities, the Contractor shall submit a Site Access Plan to the Contract Manager for approval which indicates all clearing and grubbing limits proposed as part of the Contractor's temporary access works in accordance with SP-691.

201-3.03 CLEARING.

Add the following paragraph to the end of the section:

Clearing on the railroad east side between the Mainline Track, Ship Creek, and Park Spur tracks should be minimized to the extent possible with primary access to the project site from Small Boat Launch Road and AML container storage facilities on the railroad west side of the mainline tracks.

201-3.04 GRUBBING.

Add the following sentence to the end of the section:

It is anticipated that grubbing will not be required for the project.

201-3.07 TIMBER FOR PUBLIC REMOVAL.

Replace this section in its entirety with the following:

Cut timber will not be required to be made available for public removal. All cut timber will become the property of the Contractor to be disposed of or sold at off-site facilities in accordance with local and state regulations for transport and sale of timber.

201-3.08 DISPOSAL.

Add the following sentence to the first paragraph:

Burning is not allowed within the project limits for this project. Burning at approved off-site locations will be at the sole risk of the Contractor and shall be completed in accordance with the requirements of this Section.

SP-202. REMOVAL OF STRUCTURES AND OBSTRUCTIONS

SSC Section 202 Removal of Structures and Obstructions is modified as follows:

202-1.02 DESCRIPTION.

Add the following to the end of the section:

Remove and salvage railroad track incidental to bridge removal and structure excavation in accordance with SSC Section 803 within the removal limits shown in the Plans.

202-3.03 REMOVAL OF BRIDGES, CULVERTS, AND OTHER DRAINAGE STRUCTURES.

Replace the last paragraph of section 205-3.03.3.b Demolition with the following:

Steel rail piles under existing concrete abutment foundations shall be cut off 1-foot below the proposed finished subgrade beneath new structure elements, 3-feet below top of tie, 1-foot below the proposed finished groundline, or to the cutoff elevation shown in the Plans, whichever is lower.

Add the following paragraph to the end of the section 205-3.03.3.c Dismantle and Transport:

Determination of fitness for reuse of deck and rail components shall be at the direction of the Contract Manager. Salvaged material shall be delivered to the Birchwood Yard and offloaded for storage by the Contractor. Owner will take possession of salvaged material once it is secured in final storage position. Coordinate with the Contract Manager for use of the ARRC Work Train to support movement of the existing bridge components to an offsite location for salvage. A minimum 30-day notice is required for use of the work train.

Add the following to the end of section 205-3.03.3.d Disposal:

Concrete removed from the existing bridge substructure shall be transported off site to an approved disposal facility and shall not be embanked within the project limits or used as riprap.

The Contractor may elect to transport bridge superstructure and other materials to be disposed of by road or by contracting with Railroad Freight Services.

202-5.01 BASIS OF PAYMENT.

Add the following to the end of the first paragraph:

Removal of railroad track incidental to bridge removal and structure excavation is subsidiary.

SP-205. EXCAVATION AND FILL FOR MAJOR STRUCTURES

SSC Section 205 Excavation and Fill for Major Structures is modified as follows:

205-3.07 TEMPORARY SHORING AND STRUCTURE MONITORING. Add this section.

Temporary shoring of excavations for structures shall be designed to accommodate all anticipated loads during construction. Adequacy of shoring systems and verification of loading is the sole responsibility of the Contractor and shall comply with applicable local, state, and federal safety regulations. Shoring plans shall be submitted to the Owner for review at least 30 days prior to beginning excavation. Shoring which retains railroad live load shall have the design plans and supporting structural calculations submitted to the Owner for review and approval prior to installation or procurement of materials and shall be designed by a Professional Engineer registered in the State of Alaska.

Any bridge structure or track that is temporarily supported by shoring systems (i.e. structures not founded on rock) shall be monitored for movement. Railroad flagging is required to be active during excavation adjacent to a live track or track supporting structure. A track and/or structure monitoring plan shall be prepared and sealed by a Professional Surveyor registered in the State of Alaska and submitted to the Owner for review and approval. The monitoring plan shall be implemented while installing the shoring and after it is in place to ensure that it is safe to pass train traffic through the area. Initial monitoring setup shall be completed by the licensed Surveyor. Equipment shall be capable of monitoring vertical and horizontal movements of 0.005 feet or less. Monitoring frequencies and intervals shall be as follows:

- During active excavation: every hour
- During periods of inactivity prior to reaching final excavation elevation: twice per day
- For the first 7 days after the final excavation elevation is reached: once per day
- After the 7th day: once per week
- After the first month until structure is backfilled and shoring removed: once every two weeks

The monitoring shall occur at track level to monitor track for displacements. If displacement occurs beyond the tolerances for FRA Class 2 track when speed restrictions are in place, or Class 3 track when no speed restrictions are in place, the excavation work will immediately stop, the railroad flagger and Contract Manager shall be immediately notified, and the Contractor shall remediate the out of tolerance track as soon as possible. Remediation to restore track to active service is the sole responsibility of the Contractor and shall not be paid for nor shall contingencies be included in the unit bid price.

205-5.01 BASIS OF PAYMENT.

Replace the first paragraph with the following:

Backfill material, obtained from within the limits of structure excavation, is subsidiary to item 205.0001._____. Temporary shoring and track or structure monitoring are subsidiary. Any other backfill material from sources other than excavation for structures will be paid for at the contract unit price for the material being used, or as extra work if no unit price has been established.

SP-301, AGGREGATE BASE AND SURFACE COURSE

301-3.03 SHAPING AND COMPACTION.

Add the following paragraph to the end of the section:

Required source material tests, field tests, and testing frequency shall be in accordance with the *AK DOT&PF Materials Sampling & Frequency (MSTF) Table for Highway Construction* for “Crushed Aggregate Base Course and Surface Course”.

SP-501, CONCRETE FOR STRUCTURES

SSC Section 501 Concrete for Structures is modified as follows:

501-2.02 COMPOSITION OF MIXTURE – JOB MIX DESIGN.

Add the following requirement to the end of Subsection 501-3.03.1:

A minimum of 5% silica fume by volume shall be incorporated into the mix design for concrete exposed to a brackish water environment. This applies to cast-in-place concrete bent caps and precast concrete wingwall panels. Class DS concrete for pipe pile fill does not require silica fume.

501-3.03 EVALUATION OF MATERIAL FOR ACCEPTANCE.

Add the following sentence to the end of Subsection 501-3.03.1:

Testing and frequency shall be in accordance with the current version of the *AK DOT&PF MSTF Table for Highway Construction* for concrete products including cement, aggregates, mix design, water, and field placement.

501-3.10 TOLERANCES.

Add the following items in Subsection 501-3.10.11. Embedded Items:

- j. Anchor Rods for Bearings: ±1/8 inch

501-5.01 BASIS OF PAYMENT.

Replace the second paragraph with the following:

No allowances for defective, cracked, or unacceptable concrete will be made. If defective, cracked, or unacceptable concrete is found, the Contractor shall be required to make the necessary repairs or replace the concrete at no additional cost and without any extension of contract time.

Add the following sentence to the end of Precast Concrete Member paragraph:

All work to place and grout steel dowel bars or anchor rods into embedded ducts to secure precast concrete members to the supporting structure is subsidiary.

Add the following items to the Pay Item table:

PAY ITEM		
Item Number	Item Description	Unit
501.0008.	Precast Concrete Members, All	LS

SP-503, REINFORCING STEEL

503-3.05 SPLICING.

Add the following sentence to the beginning of Subsection 503-3.05.5 Mechanical Lap Splices:

Use of mechanical lap splices is not anticipated and shall be avoided in bundled bars unless specifically approved by the Contract Manager. If approved, the Contractor shall provide a plan indicating splice stagger which accounts for the length required to return bars within bundles to their bundled configuration without plastic deformation of any individual bars.

Replace the first paragraph of Subsection 503-3.05.5.b Qualifications with the following:

A splice will be considered qualified if the splice can develop a minimum tensile strength based on the bar material and grade being developed in accordance with Table 503-4. Unless specifically identified in the Plans, all mechanical splices shall be Type 2.

TABLE 503-4 MECHANICAL SPLICE REQUIREMENTS

ASTM Specification	Bar Grade	Specified Yield Strength (psi)	Specified Tensile Strength (psi)	Mechanical Splice Requirement (psi)	
				Type 1	Type 2
A615	40	40,000	60,000	50,000	60,000
	60	60,000	90,000	75,000	90,000
	75	75,000	100,000	93,750	100,000
	80	80,000	105,000	100,000	105,000
	100	100,000	115,000	115,000	115,000
A706	60	60,000	80,000	75,000	80,000
	80	80,000	100,000	100,000	100,000

Type 1 Mechanical splice shall develop in tension and compression as required at least 125% of the specified yield strength of the bar being spliced.

Type 2 Mechanical splice shall develop 100% of the specified ultimate tensile strength of the bar being spliced.

Replace the last paragraph of Subsection 503-3.05.5.c Testing/Inspection with the following:

All splices in the lot represented by a test will be considered to meet the tensile strength requirements when the minimum individual tensile strength of the sampled splices is not less than the strength shown in Table 503-4, based on the nominal bar area and material grade.

SP-504. STRUCTURAL STEEL

SSC Section 504 Structural Steel is modified as follows:

504-1.01 DESCRIPTION.

Add the following statement:

Coordinate transportation of Owner furnished structural steel superstructures including girders, walkways, handrails, bearings, anchor rods, fasteners, and any other miscellaneous steel components from the Owner's Park Spur to the project site and assemble and erect said components in the new bridge structure.

504-2.01 MATERIALS.

Add the following materials:

Steel Railing

Section [722](#)

504-3.02 ERECTION.

Add the following subsections:

7. Walkways and Railing. Install steel bar grating walkway of the width and length shown on the Plans. Field weld bearing plates to the ends of the walkway grating as shown in the Plans for attachment to support brackets. Field welding shall be in accordance with Section 504. Galvanizing and galvanizing repairs to cut or damaged galvanized coatings shall be in accordance with Section 716. Erect railings in accordance with Section 507. Finished railings shall be plumb and in-line for the length of the bridge.
8. Elastomeric Bearings. Install elastomeric bearings supporting steel superstructures in accordance with Section 516.

504-5.01 BASIS OF PAYMENT.

Add the following statements after paragraph 3:

The cost for pay item 504.0001. __ includes all equipment, materials, supervision, and labor required to fabricate, furnish, and erect all permanent structural steel and incidental metal construction associated with the new bridge in accordance with the Plans. Installation of elastomeric bearing pads for steel superstructures is subsidiary.

The cost of temporary steel for falsework or temporary work trestles is excluded from payment under this section.

SP-505. PILING

SSC Section 505 Piling is modified as follows:

505-1.02 DEFINITIONS.

Modify Subsection 505-1.02 DEFINITIONS, REFUSAL to the following:

Refusal occurs when the approved hammer requires 20 ~~15~~ or more blows.

505-2.02 PILES.

Add the following to the end of Subsection 505-2.02.1 Steel Piles:

The bridge bearing piles in the following portions of the new bridge structure require galvanizing to the minimum depths noted in the Plans:

Bent 2

Bent 3

505-3.01 PILE DRIVING EQUIPMENT.

Replace the second sentence of Subsection 505-3.01.3 Pile Driving System with the following.

Vibratory hammers may be used only for initial placement up to penetration of 85 ~~15~~ feet.

Add the following text to the first paragraph of Subsection 505-3.01.5 Wave Equation Analysis.

The rate of pile penetration must be between 30 and 100 blows per foot at the Driving Resistance specified in the plans and to meet the required tip elevations.

505-3.02 PILE TESTING AND DRIVING CRITERIA.

Add the following sentence to the beginning of the Section.

H-piles for wingwall extensions do not require testing.

Modify the second paragraph of Subsection 505-3.02.1 Dynamic Pile Load Testing to the following.

Dynamic pile testing will include gathering dynamic data for at least 25 feet of the final pile drive as well as a restrike a minimum of 7 days up to ~~30 hours~~ after end of initial drive.

505-3.03 DRIVING PILES.

Add the following paragraphs to the beginning of the Section.

H-piles for wingwall extensions do not have a required ultimate bearing resistance and shall be vibrated or driven to their full length as shown on the Plans.

Pile driving shall be completed in accordance with the environmental permits between December 1 and March 31 of each year. Pile driving shall be completed during low tide cycles to the extent practical and no pile driving shall occur if water elevations exceed 29 feet above the stated Mean Lower Low Water (MLLW) elevation in the Plans. Notify the Contract Manager of proposed pile driving activities at least two weeks prior to starting pile driving activities so that the Contract Manager may coordinate with NMFS in accordance with the environmental permits. Pile driving activities within the Mean Higher High Water (MHHW) elevation limits of the waterway shall be completed in the dry to the extent practical.

Replace the last sentence of Subsection 505-3.03.4 Concrete Filled Pipe Piles with the following.

Place concrete and reinforcing steel in accordance with Subsections 501-3.05 and 503-3.04.

505-3.04 SPLICES, EXTENSIONS, AND BUILD-UPS.

Replace the second paragraph with the following:

Make splices with complete joint penetration welds over the entire cross section. All welds to be 100% visually inspected and 25% UT inspected. If approved, piles may be spliced using pile cut-offs and short pieces if no piece used is less than 20 feet long. The splice shall be performed a minimum of 1-foot above the ground elevation (mudline) or the water elevation at the time of driving so that splice can be observed by the Contract

Manager. After completion of driving, all splices in bridge bearing piles shall be located a minimum of 35 feet below the pile cutoff elevation. When splicing coated piles to bare steel piles, the splice shall be located a minimum of 10 feet below the finished ground elevation (mudline) at the completion of driving, where the coated section of the pile is beneath the mudline.

Add the following paragraph to the end of the section:

H-piles for wingwall extensions shall not be spliced and shall be installed to their full depth as indicated on the Plans.

SP-508, WATERPROOFING MEMBRANE

SSC Section 508 Waterproofing Membrane is modified as follows:

508-1.01 DESCRIPTION.

Add the following paragraph:

Furnish and install an integrated ballast mat protection layer over the top of elastomeric waterproofing membrane on structures identified in the Plans.

508-2.01 MATERIALS.

Add the following to the end of Subsection 508-2.02:

Integrated Ballast Mat

Subsection 731-2.03

The following are pre-approved membrane and protection systems:

Bridge Preservation LLC

Bridge Deck Membrane w/ Integrated Ballast Mat

Alternative systems may be submitted by the Contractor for review and approval. Roll-on waterproofing membrane systems for steel railroad deck applications shall be considered as alternatives to spray-on waterproofing membrane systems meeting the same minimum requirements as spray-on waterproofing membrane systems.

508-3.01 CONSTRUCTION.

Replace the first paragraph of Subsection 508-3.01.1 General with the following.

Install the waterproofing membrane system in accordance with the manufacturer's installation procedure. Do not apply membrane until new spans are in final position and cover plates are installed per the Plans. Apply the membrane system across the entire deck width and vertically at curb faces up to the termination point shown on the Plans. Use a primer coat as recommended by the manufacturer. Protect adjacent surfaces not to be covered with the membrane from splatter or coating. After waterproofing membrane is tack free, apply an integrated ballast mat protection layer in accordance with the manufacturer's installation procedure. Integrated ballast mat shall be sloped at a 0.01% slope minimum and 0.05% slope maximum to the drain water to the drain holes in the deck surface. The maximum thickness of the waterproofing membrane and integrated ballast mat shall be ½ inch. Allow the ballast mat to cure in accordance with the manufacturer's recommendations prior to placement of track ballast on the bridge.

Add the following to the end of the first paragraph of Subsection 508-3.01.2 Deck Preparation.

Prepare the steel surfaces that are to receive the waterproofing membrane system as required by the manufacturer, including application of primers as recommended. Surfaces shall be dry and free of deleterious material.

508-3.03 ACCEPTANCE TESTING.

Replace the Subsection in its entirety with the following.

Acceptance testing via flood testing or low voltage electric field vector mapping is not required.

508-5.01 BASIS OF PAYMENT.

Replace the first sentence with the following:

Contract price is for removal and disposal of existing membrane(s) where present, and installation of new membrane(s) and integrated ballast mat protection.

SP-618, SEEDING

SSC Section 618 Seeding is modified as follows.

618-1.01 DESCRIPTION.

Add the following paragraph after the first paragraph:

All previously vegetated disturbed areas, including temporary access works, shall be reseeded with an approved seed mix. Temporary seeding in interim conditions between existing and final conditions is not required.

618-2.01 MATERIALS.

Add the following approved job seed mix and fertilizer:

Seed mix requirements:

'Arctared' Red Fescue – 15% 'Boreal' Red

Fescue – 20% 'Notran' Tufted Hairgrass –
40%

'Wainwright' Slender Wheatgrass – 15% Annual
Ryegrass – 10%

Unavailable species may be substituted with 'Arctared' Red Fescue.

Fertilizer:

10N-10P-10K-8.5S (or approved equivalent)

618-3.03 APPLICATION.

Add the following requirements:

Seed and fertilizer application rates:

Seed on upland areas with slopes less than 3H:1V: 1/2 pound per 1000 square feet
Seed on upland areas with slopes greater than 3H:1V: 1 pounds per 1000 square feet
Fertilizer: 5 pounds per 1000 square feet.

SP-640, MOBILIZATION AND DEMOBILIZATION

SSC Section 640 Mobilization and Demobilization is modified as follows.

640-1.01 DESCRIPTION.

Add the following to the list of work and operations:

8. Provide a baseline CPM Schedule in accordance with Section 646.

Add the following to the end of the section:

The Owner does not anticipate providing the Contractor with utilities or support facilities. Therefore, the Contractor shall anticipate providing their own utility and support facilities necessary to complete the work and/or provide for their employees.

Proposed staging and access areas are shown on the Plans and permit documents. Contractor is responsible for coordinating with the Contract Manager for use of all areas prior to mobilization. Additional coordination of site access with Owner property lease holders such as AML which utilizes the container storage area west of the AML Lead Track is required to verify their facilities are adequately maintained with continuous access during construction.

SP-643, TRAFFIC MAINTENANCE

SSC Section 643 Traffic Maintenance is modified as follows.

643-1.01 DESCRIPTION.

Add the following to the end of the section:

Traffic maintenance for the project is limited to site access via Small Boat Launch Road.

When Ship Creek is free of ice and construction is occurring which may impact or restrict boat traffic or present a fall hazard to recreational boats travelling below the structure, the Contractor shall provide "Notice to Mariner" warning signs a minimum of 1/4 mile upstream indicating the hazards present and recommended take out locations.

Ship Creek is a popular summer fishing destination. Work occurring during fishing season shall include temporary pedestrian traffic control plans to prevent fishermen and other recreational users from entering the project site. The Contractor shall post notices to recreational users along the existing pedestrian trail that the area is closed to use during construction. Place closure warning signs a minimum of 200' upstream of the bridge on both banks and at the Small Boat Launch Road recreational parking area trailhead.

SP-691, TEMPORARY WORKS

This provision is added in its entirety to the Specifications.

691-1.01 DESCRIPTION.

Provide all labor, equipment, and materials and obtain all necessary permits to prepare site access from Small Boat Launch Road, install and remove temporary structures to facilitate crossing of Ship Creek by construction equipment and to erect the new bridge, and place and remove temporary fills within approved areas. Perform all work in accordance with the environmental permits.

691-2.01 MATERIALS.

Material requirements for temporary works are at the discretion of the Contractor to provide safe, stable facilities for labor and equipment in accordance with the appropriate specifications governing the type of material selected for.

691-3.01 GENERAL REQUIREMENTS.

A Site Access Plan (SAP) shall be prepared by the Contractor and submitted to the Owner for review and approval at least 30 days prior to starting work. The SAP shall identify, at a minimum, proposed access points, equipment and material staging areas, truck routes, laydown areas, disturbed land areas, location and quantity of temporary fills and cuts, limits of site restoration (stabilization and seeding), and impacted public facilities (*e.g., roads, guardrail, fences, pedestrian trails, recreation facilities, etc.*). The SAP will identify clear distances from existing track and location of equipment storage areas to ensure adequate space is provided for equipment to be secured to allow passage of trains when not in use. The minimum distance of idle equipment from the centerline of track is 20 feet. Equipment such as cranes which have extended booms which could foul the track if tipped over in a weather event shall have adequate space for boom laydown provided for in the SAP.

691-3.02 CONSTRUCTION REQUIREMENTS.

Existing condition of all disturbed areas and facilities shall be documented by the Contractor prior to and during construction to ensure that restoration can be completed to pre-construction or better conditions. Clearing and grubbing shall be completed in accordance with SSC Section 201 and SP-201. Unclassified excavation of material and furnishing and placement of borrowed embankment fill to construct temporary access pads shall be completed in accordance with SSC Section 203 and is subsidiary to the work for constructing temporary access. Borrow material shall be from an approved source. Unclassified excavation material which is free from organics and other deleterious material may be used as embankment fill in the construction of temporary access pads.

At the conclusion of construction, the Contractor shall consult with the Owner for temporary works proposed to remain. It is anticipated that all works except those below the High Tide Line (HTL) may remain in place in a stabilized condition. If not included with the SAP, submit a plan of the proposed permanent configuration of temporary works proposed to remain to the Owner for approval. Permanent embankments shall be shaped to provide positive drainage along the track embankment and have slopes no steeper than 2H:1V. Maximum cut slopes for temporary works shall be no more than 2H:1V.

The Contractor shall prepare a Site Restoration Plan, in coordination with Owner, to replace any existing facilities removed to allow construction such as signs, ditches, crossings, guardrail, fencing, etc. All reconstructed facilities shall be installed with new material of equal or better grade than that which was removed.

The Contractor shall plan for installation and removal of a work trestle. Removal of the work trestle on the south bank shall be completed by June 1, 2026 to allow for other projects related to trail construction to progress.

691-3.03 TEMPORARY WORKS WITHIN SHIP CREEK TIDAL LIMITS.

In order to construct the new railroad bridge, it is anticipated that temporary fills and structures will be required to be placed below the High Tide Line (HTL) elevation of Ship Creek. Forging the creek with equipment will not be allowed. Placement of piles below the OHW limits is subject to the requirements of United States Army Corps of Engineers (USACE) Nationwide Permit 3 - Maintenance and Alaska Department of Fish & Game (ADF&G) Fish Habitat Permit. Do not place fill below the OHW limits at any time. The in-water work window for work completed below Mean Higher High Water (MHHW) is from December 1 through March 31 each year.

Pile driving shall be completed during low tide cycles to the extent practical and no pile driving shall occur if water elevations exceed 29 feet above the stated Mean Lower Low Water (MLLW) elevation in the Plans. Notify the Contract Manager of proposed pile driving activities at least two weeks prior to starting pile driving activities so that the Contract Manager may coordinate with NMFS in accordance with the environmental permits. Pile driving activities within the MHHW elevation limits of the waterway shall be completed in the dry to the extent practical.

Temporary fills and structures below HTL shall be fully removed at the end of the project and the waterway restored to its pre-construction flow conditions. Piles which cannot be removed shall be cut off 1-foot below the mudline.

691-3.04 TEMPORARY STRUCTURES.

Temporary structures shall be designed to accommodate all anticipated loads during construction. Adequacy of temporary structures and verification of loading is the sole responsibility of the Contractor and shall comply with applicable local, state, and federal safety regulations. Structural plans and calculations shall be prepared by a Professional Engineer licensed in the State of Alaska and shall be submitted to the Owner for review at least 30 days prior to beginning construction of temporary structures.

The low chord of temporary structures crossing Ship Creek shall be maintained above the HTL elevation shown on the Plans. Piles within Ship Creek OHW shall be limited to the extent practical.

Refer to the Geotechnical Report provided with the project documents for information on soil conditions at the site. The use of the Geotechnical Report shall be confirmed with geotechnical engineer who prepared the report unless independent analysis by another geotechnical engineer licensed in the State of Alaska is conducted to confirm foundation capacity. Additional soil investigations will not be conducted unless there is substantial evidence that the available geotechnical information is insufficient to complete design of the temporary structures.

Temporary jump spans may be used to facilitate construction of the Abutment 1 cast-in-place concrete bent cap prior to span changeout. Temporary jump spans shall be designed to

accommodate Cooper E-80 loading in accordance with the current AREMA Manual for Railway Engineering. All materials for temporary jump spans shall be in accordance with the applicable section of the ARRC Standard Specifications for Construction. The design of temporary jump spans supporting railroad live load shall be designed by a qualified Railroad Bridge Engineer licensed in the State of Alaska. Temporary jump spans may be open deck structures utilizing available Owner-provided track material including deck ties, fasteners, tie plates, spikes, and rail. Material may be second-hand material if determined by the Contract Manager to be free of noticeable defects which may affect the capacity of the structure.

The Contractor shall be responsible for ensuring that connection of track on the temporary jump span to adjacent existing bridge and track embankment meets FRA Class 3 track standards or as directed by the Contract Manager after each installation occurrence. Track and temporary jump spans shall be inspected by a qualified track inspector and railroad bridge engineer prior to allowing trains to pass over the structure after installation.

691-4.01 METHOD OF MEASUREMENT.

In accordance with Section 109 for lump sum items.

691-5.01 BASIS OF PAYMENT.

Item 691.0001, Temporary Site Access and Structures. At the negotiated lump sum price for all labor, supervision, material, equipment, and incidentals necessary to furnish, install, maintain, and remove temporary site access and structures except that clearing and seeding will be paid separately.

Payment will be made under:

PAY ITEM		
Item Number	Item Description	Unit
691.0001.	Temporary Site Access and Structures	LS

SP-709, REINFORCING STEEL

SSC Section 709 Reinforcing Steel is modified as follows:

709-2.01 REINFORCING STEEL.

Remove item 1. Reinforcing Steel Bars and replace with the following:

1. Reinforcing Steel Bars. Furnish deformed reinforcing steel bars of the type, grade, and size as specified. For reinforcing bars used in bridge structures, use bars meeting ASTM A706 of the grade specified in the Plans (not to exceed Grade 80). Substitution of grades in bridge structures is strictly prohibited. For all other structures, use bars meeting ASTM A615, Grade 60.

SP-731, WATERPROOFING MEMBRANE

SSC Section 731 Waterproofing Membrane is modified as follows:

731-2.01 SPRAY-APPLIED WATERPROOFING MEMBRANE.

Replace Table 731-1 with the following:

**TABLE 731-1
SPRAY-APPLIED WATERPROOFING MEMBRANE**

Test	Requirement	Test Method
Adhesion to Concrete	100 psi min. with failure in concrete	ASTM D 4541
Adhesion to Steel	300 psi min.	ASTM D 4541
Tensile Strength at Break	1500 psi min.	ASTM D 638
Elongation at Break	130% Min.	ASTM D 638
Crack Bridging	Pass @ 10 cycles of 1/8 inch when tested at -15°F	ASTM C 1305
Interlayer Shear Strength	40 psi min.	AASHTO TP-114
Resistance to Penetration	Pass	ASTM D 1883, modified per AREMA Ch. 8, Part 29.10.3.3
North American Ballast Impact Test	Pass	9.2-28.1 kips, 2,000,000 Cycles

Add the following section:

731-2.03 INTEGRATED BALLAST MAT.

Integrated ballast mat shall be a 100% solids, no VOC, multi-layer, high-build, elastomeric ballast protection course that meets the requirements in Table 731-3 and be approved by the manufacturer for use in ballast deck railroad bridges.

TABLE 731-3 INTEGRATED BALLAST MAT

Test	Requirement	Test Method
Solids Content	100%	
Gel Time	<90 seconds	
Tack Free	<5 minutes after placement	
Ballast Loading	<2 hours after placement	
Resistance to Penetration	Pass	ASTM D 1883, modified per AREMA Ch. 8, Part 29.10.3.3
North American Ballast Impact Test	Pass	9.2-28.1 kips, 2,000,000 Cycles

SP-802. RAILROAD TRACK CONSTRUCTION

SSC Section 802 Railroad Track Construction is modified as follows.

802-1.01 DESCRIPTION.

Add the following paragraph after the first paragraph:

Work includes all equipment, materials, supervision, and labor required to install and construct new continuously welded rail (CWR) track on approved ballast section using Owner-supplied track materials consisting of 115# RE rail, treated timber track and transition ties, and other track materials (OTM) within the limits shown on the Plans. New rail shall be installed up to a field cut as approved by the Owner.

Work includes all equipment, materials, supervision and labor required to raise and vertically reprofile existing track to the lines and grades shown on the Plans.

The Owner will provide the Contractor with a tentative schedule of train operations in the area. It is expected that the Contractor will have the section of track affected by their Work fully serviceable prior to ARRC train operations.

802-3.02 QUALITY CONTROL AND QUALITY ASSURANCE.

Add the following paragraph after the first paragraph of Subsection 802-3.02.1 Construction Supervision:

The serviceability of the track will be determined during the Owner and FRA mandated track inspection by an Owner Furnished Certified Track Inspector. Any Work found to be deficient during said inspections shall be rectified as soon as practicable by the Contractor, at no additional cost to the Owner. Until a level of confidence is obtained with the Contractor's ability to complete track work in accordance with industry standards and the specifications, the facility must be returned to its pre-construction state a minimum of four (4) hours prior to the tentative arrival of ARRC assets requiring its use.

APPENDIX F – FORMS

1. ALASKA RAILROAD CORPORATION - CONSTRUCTION BID FORM
2. ALASKA RAILROAD CORPORATION - BID BOND
3. ALASKA RAILROAD CORPORATION - CONTRACTOR RESPONSIBILITY QUESTIONNAIRE
4. ALASKA RAILROAD CORPORATION - SUBCONTRACTOR LIST - [First Tier Subcontractors Only]
5. ALASKA RAILROAD CORPORATION - PAYMENT BOND
6. ALASKA RAILROAD CORPORATION - PERFORMANCE BOND
7. ALASKA RAILROAD CORPORATION - SAMPLE CONSTRUCTION CONTRACT

**Alaska Railroad Corporation
CONSTRUCTION BID FORM**

NAME _____

ADDRESS _____

To the CONTRACTING OFFICER, ALASKA RAILROAD CORPORATION:

In compliance with your Invitation to Bid Number, _____, the Undersigned proposes to furnish and deliver all the materials and do all the work and labor required in the construction of the _____, located at or near _____ according to the plans and specifications and for the amount and prices named herein as indicated on the Cost Schedule, which is made a part of this Bid.

The Undersigned declares that he/she has carefully examined the contract requirements and that he/she has made a personal examination of the site of the work; that he/she understands that the quantities, where such are specified in the Cost Schedule or on the plans for this Project, are approximate only and subject to increase or decrease, and that he/she is willing to perform increased or decreased quantities of work at unit prices bid under the conditions set forth in the Contract Documents.

The Undersigned hereby agrees to execute the said contract and bonds within **Ten (10) Calendar Days**, or such further time as may be allowed in writing by the Contracting Officer, after receiving notification of the acceptance of this Bid, and it is hereby mutually understood and agreed that in case the Undersigned does not, the accompanying bid guarantee shall be forfeited to the Alaska Railroad Corporation as liquidated damages, and said Contracting Officer may proceed to award the contract to others.

The Undersigned agrees to commence the work within **Ten (10) Calendar Days** after the effective date of the Notice to Proceed and to complete the work by _____, unless extended in writing by the Contracting Officer.

The Undersigned proposes to furnish a Payment Bond in the amount of One Hundred Percent (100%) and a Performance Bond in the amount of One Hundred Percent (100%) (of the contract), as surety conditioned for the full, complete and faithful performance of this contract.

The Undersigned acknowledges receipt of the following addenda to the drawings and/or specifications (give number and date of each).

Addenda No.	Date Issued	Addenda No.	Date Issued	Addenda No.	Date Issued
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

NON-COLLUSION AFFIDAVIT

The Undersigned declares, under penalty of perjury under the laws of the United States, that neither he/she nor the firm, association, or corporation of which he/she is a member, has, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this Bid.

The Undersigned has read the foregoing proposal and hereby agrees to the conditions stated therein by affixing his/her signature below:

Signature

Name and Title of Person Signing

Telephone Number

Email

Form 395-0121 (12/99)

ALASKA RAILROAD CORPORATION – BID BOND

ITB #25-18-213091 Ship Creek Bridge 114.3 Replacement	DATE BOND EXECUTED
PRINCIPAL (Legal name and business address)	TYPE OF ORGANIZATION <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> CORPORATION
	9 STATE OF INCORPORATION

SURETY(IES) (Name and business address)		
A.	B.	C.

PENAL SUM OF BOND	DATE OF BID
--------------------------	--------------------

We, the PRINCIPAL and SURETY above named, are held and firmly bound to the Alaska Railroad Corporation (ARRC), in the penal sum of the amount stated above, for the payment of which sum will be made, we bind ourselves and our legal representatives and successors, jointly and severally, by this instrument.

THE CONDITION OF THE FOREGOING OBLIGATION is that the Principal has submitted the accompanying bid or proposal in writing, date as shown above, on the following project: _____, in accordance with contract documents filed in the office of the Contracting Officer, and under the Invitation for Bids therefore, and is required to furnish a bond in the amount stated above.

If the Principal's bid is accepted and he/she is offered the proposed contract for award, and if Principal fails to enter into the contract, then the obligation to ARRC created by this bond shall be in full force and effect.

If the Principal enters into the contract, then the foregoing obligation is null and void.

PRINCIPAL				
Signature(s)	1.	2.	3.	Corporate Seal
Name(s) & Titles [Typed]	1.	2.	3.	

CORPORATE SURETY(IES)				
S U R E T Y A	Name of Corporation		State of Incorporation	Liability Limit \$
	Signature(s)	1.	2.	Corporate Seal
	Name(s) & Titles [Typed]	1.	2.	

CORPORATE SURETY(IES)				
S U R E T Y B	Name of Corporation		State of Incorporation	Liability Limit \$
	Signature(s)	1.	2.	Corporate Seal
	Name(s) & Titles [Typed]	1.	2.	

CORPORATE SURETY(IES)				
S U R E T Y C	Name of Corporation		State of Incorporation	Liability Limit \$
	Signature(s)	1.	2.	Corporate Seal
	Name(s) & Titles [Typed]	1.	2.	

INSTRUCTIONS

1. This form shall be used whenever a bid bond is submitted.
2. Insert the full legal name and business address of the Principal in the space designated. If the Principal is a partnership or joint venture, the names of all principal parties must be included (e.g., "Smith Construction, Inc. and Jones Contracting, Inc. dba Smith/Jones Builders, a Joint Venture"). If the Principal is a corporation, the name of the state in which incorporated shall be inserted in the space provided.
3. Insert the full legal name and business address of the Surety in the space designated. The Surety on the bond may be any corporation or partnership authorized to do business in Alaska as an insurer under AS 21.09. Individual sureties will not be accepted.
4. The penal amount of the bond may be shown either as an amount (in words and figures) or as a percent of the contract bid price (a not-to-exceed amount may be included).
5. The scheduled bid opening date shall be entered in the space marked Date of Bid.
6. The bond shall be executed by authorized representatives of the Principal and Surety. Corporations executing the bond shall also affix their corporate seal.
7. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
8. The states of incorporation and the limits of liability of each surety shall be indicated in the spaces provided.
9. The date that bond is executed must not be later than the bid opening date.

**ALASKA RAILROAD CORPORATION
CONTRACTOR RESPONSIBILITY QUESTIONNAIRE**

PART I - INSTRUCTIONS

1. All Bidders/Proposers submitting a Bid/Proposal for federally funded contracts are to complete and submit all Parts of this Questionnaire with their Bid or Proposal. Failure to complete and return this questionnaire, any false statements, or failure to answer question when required, may render the bid/proposal non-responsive. All responses must be typewritten or printed in ink. All information must be legible.
2. Please state "not applicable" in questions clearly not applicable to Bidder/Proposer in connection with this solicitation. Do not omit any question.
3. The completed Questionnaire must be sworn to by a partner (if partnership), a duly authorized officer or individual (if a corporation or LLC), or a principal (if a sole proprietorship).
4. The term "Proposer" includes the term "Bidder" and also refers to the firm awarded the Contract. The term "Proposal" includes the term "Bid".
5. ARRC reserves the right to inquire further with respect to Proposer's responses; and Proposer consents to such further inquiry and agrees to furnish all relevant documents and information as requested by ARRC. Any response to this document prior or subsequent to Proposer's Proposal which is or may be construed as unfavorable to Proposer will not necessarily automatically result in a negative finding on the question of Proposer's responsibility or a decision to terminate the contract if it is awarded to Proposer.

PART II - IDENTITY OF PROPOSER

1. Proposer's Full Legal Name: _____
2. The Proposer represents that it operates as the following form of legal entity:
(Check whichever applies and fill in any appropriate blanks.)
 - an individual or sole proprietorship
 - a general partnership
 - a limited partnership
 - a joint venture consisting of: _____ and _____
(List all joint ventures on a separate sheet if this space is inadequate.)
 - a non-profit organization
 - a corporation organized or incorporated under the laws of the following state or country: _____ on the following date: _____
 - a limited liability company organized under the laws of the following state or country: _____ on the following date: _____

3. Proposer's federal taxpayer identification number: _____
4. Proposer's Alaska business license number: _____
5. Proposer's contractor's license number (for construction only): _____
6. Proposer's legal address: _____

Telephone Number: (____) _____ Fax Number: (____) _____

7. Proposer's local or authorized point of contract address:
 Name: _____ Title: _____
 Address: _____
 Telephone Number: (____) _____ EMAIL: _____

8. How long has the Proposer been in business? _____
9. Has Proposer been in business under another name? If so, identify name and dates used.

10. Does your firm consider itself to be an MBE, WBE or DBE?
 YES NO
 If answer is "YES," attach a copy of certification.

11. Number of employees: _____ including _____ employees in the State of Alaska.

PART III-CONTRACTING HISTORY

1. Has the Proposer been awarded any contracts within the last five years by ARRC, the State of Alaska, or any other public entity for the same or reasonably similar goods or services sought by this solicitation? If none, answer "No". If yes, on a separate sheet of paper describe those contracts beginning with the most recent. State the name of the contracting entity; give a brief description of the contract and the contract number, the dollar amount at award and at completion, date completed; state the contract period, the status of the contract, and the name, address, and telephone number of a contact person at the agency. Indicate if

award was made to Proposer as prime contractor or joint venture. Proposer need not provide more than three such descriptions.

YES NO

2. Has the Proposer been awarded any private sector contracts within the last five years for the same or reasonably similar goods or services sought by this solicitation? If none, answer "No." If yes, on a separate sheet of paper provide the name and address of the contracting entity, a brief description of work, the dollar amount at award and at completion, date completed, status of the contract and name, address and telephone number of contact person as to each, beginning with the most recent. Indicate if Proposer acted as prime contractor or joint venture. Proposers need not provide more than three such descriptions.

YES NO

NOTE: ANY "YES" ANSWERS TO #3 BELOW MUST BE FULLY EXPLAINED ON A SEPARATE SHEET OF PAPER AND ATTACHED TO THIS QUESTIONNAIRE.

3. In the past five years has the Proposer been the subject of any of the following actions?

A. Been suspended, debarred, disqualified, or otherwise declared ineligible to bid?

YES NO

B. Failed to complete a contract for a public or private entity?

YES NO

C. Been denied a low-bid contract in spite of being the low bidder?

YES NO

D. Had a contract terminated for any reason, including default?

YES NO

E. Had liquidated damages assessed against it during or after completion of a contract?

YES NO

F. Been a defaulter, as principal, surety or otherwise?

YES NO

G. Been denied an award of a public contract based upon a finding by a public agency that your company was not a responsible contractor?

YES NO

H. A public entity requested or required enforcement of any of its rights under a surety agreement on the basis of your company's default or in lieu of declaring your company in default?

YES NO

I. Been denied a performance or payment bond by a surety company?

YES NO

J. Been required to pay back wages and/or penalties for failure to comply with state or federal prevailing wage or overtime laws?

YES NO

4. Does Proposer currently possess the financial, organizational, technical, equipment, facilities, and other resources necessary to supply the goods or services sought by this solicitation? If no, on a separate sheet of paper describe how you intend to obtain the resources necessary to supply the goods or services sought by this solicitation.

YES NO

5. Does Proposer have any present or anticipated commitments and/or contractual obligations that might impact its ability to meet the required delivery or performance requirements of this solicitation? If yes, on a separate sheet of paper describe any apparent conflicts as between the requirements/commitments for this solicitation with respect to the use of Proposer's resources, such as management, technical expertise, financing, facilities, equipment, etc.

YES NO

PART IV-CIVIL ACTIONS

If "Yes" to Parts IV or V, provide details on a separate sheet of paper including a brief summary of cause(s) of action; indicate if Proposer, its principals, officers or partners were plaintiffs or defendants; define charges explicitly, by what authority, court or jurisdiction, etc. In the case of tax liens, please indicate whether the liens were resolved with the tax authorities. Please submit proof of payment or agreements to pay the liens. Complete details are required!

1. Violations Of Civil Law. In the past five years has Proposer, any of its principals, officers or partners been the subject of an investigation of any alleged violation of a civil antitrust law, or other federal, state or local civil law?

YES NO

2. Lawsuits With Public Agencies. At the present time is, or during the past five years has Proposer, any of its principals, officers or partners been a plaintiff or defendant in any lawsuit or arbitration regarding services or goods provided to a public agency?

YES NO

3. Bankruptcy. During the past five years, has the Proposer filed for bankruptcy or reorganization under the bankruptcy laws?

YES NO

4. Judgments, Liens And Claims. During the past five years, has the Proposer been the subject of a judgment, lien or claim of \$25,000 or more by a subcontractor or supplier?

YES NO

5. Tax Liens. During the past five years, has the Proposer been the subject of a tax lien by federal, state or any other tax authority?

YES NO

PART V-COMPLIANCE WITH LAWS AND OTHER REGULATIONS

1. Criminal: In the past five years has the Proposer, any of its principals, officers, or partners been convicted or currently charged with any of the following:

A. Fraud in connection with obtaining, attempting to obtain, or performing a public contract, agreement or transaction?

YES NO

B. Federal or state antitrust statutes, including price fixing collusion and bid rigging?

YES NO

C. Embezzlement, theft, forgery, bribery, making false statements, submitting false information, receiving stolen property, or making false claims to any public agency?

YES NO

D. Misrepresenting minority or disadvantaged business entity status with regard to itself or one of its subcontractors?

YES NO

E. Non-compliance with the prevailing wage requirements of the State of Alaska or similar laws of any other state?

YES NO

F. Violation of any law, regulation or agreement relating to a conflict of interest with respect to a government funded procurement?

YES NO

G. Falsification, concealment, withholding and/or destruction of records relating to a public agreement or transaction?

YES NO

H. Violation of a statutory or regulatory provision or requirement applicable to a public or private agreement or transaction?

YES NO

I. Do any principals, officers or partners in Proposer's company have any felony charges pending against them that were filed either before, during, or after their employment with the Proposer?

YES NO

2. Regulatory Compliance. In the past five years, has Proposer or any of its principals, officers or partners:

A. Been cited for a violation of any labor law or regulation, including, but not limited to, child labor violations, failure to pay correct wages, failure to pay into a trust account, failure to remit or pay withheld taxes to tax authorities or unemployment insurance tax delinquencies?

YES NO

B. Been cited and assessed penalties for an OSHA or Alaska/OSHA "serious violation"?

YES NO

C. Been cited for a violation of federal, state or local environmental laws or regulations?

YES NO

D. Failed to comply with Alaska corporate registration, federal, state or local licensing requirements?

YES NO

E. Had its corporate status, business entity's license or any professional certification, suspended, revoked, or had otherwise been prohibited from doing business in the State of Alaska?

YES NO

PART VI-FINANCIAL

Copies of the following documents are to be submitted with this Questionnaire:

1. Proposer's current Alaska Business License, if required by state law.
2. Proposer's Financial Statements may be requested:

A. PUBLICLY TRADED COMPANIES: Financial information will be accessed on-line. However, if additional information is needed, it will be specifically requested from the Proposer.

B. NON-PUBLICLY TRADED COMPANIES WITH AUDITED OR REVIEWED FINANCIAL STATEMENTS: Statements, including balance sheet, statement of earnings and retained income, with footnotes, for the most recent three years **may be requested.**

NOTE: ARRC reserves the right to ask for additional documentation if it is reasonably required to make a determination of integrity and responsibility relevant to the goods or services the Proposer will provide to ARRC if awarded a contract. All financial information provided is considered confidential and not subject to public disclosure under Alaska law.

PART VII -VERIFICATION AND ACKNOWLEDGMENT

The undersigned recognizes that the information submitted in the questionnaire herein is for the express purpose of inducing ARRC to award a contract, or to allow Proposer to participate in ARRC projects as contractor, subcontractor, vendor, supplier, or consultant. The undersigned has read and understands the instructions for completing this Questionnaire.

STATE OF _____

COUNTY OF _____

I, (printed name) _____, being first duly sworn, state that I am the (title) _____ of Proposer. I certify that I have read and understood the questions contained in the attached Questionnaire, and that to the best of my knowledge and belief all information contained herein and submitted concurrently or in supplemental documents with this Questionnaire is complete, current, and true. I further acknowledge that any false, deceptive or fraudulent statements on the Questionnaire will result in denial or termination of a contract.

I authorize ARRC to contact any entity named herein, or any other internal or outside resource, for the purpose of verifying information provided in the Questionnaire or to develop other information deemed relevant by ARRC.

Signature of Certifying Individual

Date

Subscribed and sworn to before me this _____ day of _____, 20____

Signature of Notary

Notary Public in and for the State of _____

My Commission Expires: _____

NOTICE TO PROPOSERS

A material false statement, omission or fraudulent inducement made in connection with this Questionnaire is sufficient cause for denial of a contract award or revocation of a prior contract award, thereby precluding the Proposer from doing business with, or performing work for ARRC, either as a vendor, prime contractor, subcontractor, consultant or subconsultant for a period of five years. In addition, such false submission may subject the person and/or entity making the false statement to criminal charges under applicable state and/or federal law.

**ALASKA RAILROAD CORPORATION
SUBCONTRACTOR LIST**

[First Tier Subcontractors Only]

The apparent low bidder shall complete this form and submit it so as to be received by the Contracting Officer prior to the close of business on the **Fifth (5th) Working Day** after receipt of written notice from the Alaska Railroad Corporation.

Failure to submit this form with all required information by the due date will result in the bidder being declared non-responsive and may result in the forfeiture of the Bid Security.

Scope of work must be clearly defined. If an item of work is to be performed by more than one (1) firm, indicate the portion or percent of work to be done by each.

Check as applicable: All work on the below-referenced project will be accomplished without subcontracts greater than ½ of 1% of the contract amount.

Or

Subcontractor List is as follows:

FIRM NAME, ADDRESS, TELEPHONE NUMBER	BUSINESS LICENSE NUMBER AND CONTRACTOR'S REGISTRATION NUMBER	SCOPE OF WORK TO BE PERFORMED	TOTAL DOLLAR AMOUNT OF WORK

[CONTINUE SUBCONTRACTOR INFORMATION ON REVERSE]

I hereby certify that the above-listed licenses and registrations were valid at the time bids were received for this project. For contracts involving Federal-aid funding, Alaska Business License and Contractor Registration will be required prior to award of a subcontract.

COMPANY NAME

SIGNATURE BY AND FOR THE BIDDER

COMPANY ADDRESS

PRINTED NAME OF BIDDER

COMPANY ADDRESS

DATE OF BID

CONTACT PHONE NUMBER

CONTACT E-MAIL ADDRESS

**ALASKA RAILROAD CORPORATION
PAYMENT BOND
KNOW ALL PERSONS BY THESE PRESENTS:**

That _____
of: _____ as Principal,
and _____
of: _____ as Surety,
firmly bound and held unto the Alaska Railroad Corporation in the penal sum of _____ Dollars (\$ _____),
good and lawful money of the United States of America for the payment whereof, well and truly to be paid
to the Alaska Railroad Corporation, we bind ourselves, our heirs, successors, executors, administrators,
and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal has entered into a written contract with said Alaska Railroad Corporation,
on the _____ of _____, 20_____,
for _____, said work to be done
according to the terms of said contract. **ARRC Project: ITB 25-18-213091 Ship Creek Bridge
114.3 Replacement**

NOW, THEREFORE, the conditions of the foregoing obligation is such that if the said Principal shall comply
with all requirements of law and pay, as they become due, all just claims for labor performed and materials
and supplies furnished upon or for the work under said contract, whether said labor be performed and said
materials and supplies be furnished under the original contract, any subcontract, or any and all duly
authorized modifications thereto, then these presents shall become null and void; otherwise they shall
remain in full force and effect.

IN WITNESS WHEREOF, We have hereunto set our hands and seals this _____ day of
_____, 20_____.

Principal: _____
Address: _____
Telephone Number: _____
Contact Name: _____

By: _____
By: _____

Surety: _____
Address: _____
Contact Name: _____

By: _____
By: _____

The offered bond has been checked for adequacy under the applicable statutes and regulations:

Alaska Railroad Corporation [Authorized Representative] Date _____

(Instructions on Next Page)

INSTRUCTIONS

1. This form, for the protection of persons supplying labor and material, shall be used whenever a payment bond is required. There shall be no deviation from this form without approval from the Contracting Officer.
2. The full legal name, business address, telephone number, and point of contact of the Principal and Surety shall be inserted on the face of the form. Where more than a single surety is involved, a separate form shall be executed for each surety.
3. The penal amount of the bond, or in the case of more than one surety the amount of obligation, shall be entered in words and in figures.
4. The bond shall be signed by authorized persons. Where such persons are signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved, evidence of authority must be furnished.

Form 395-0126

**ALASKA RAILROAD CORPORATION
PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS:

That _____
of: _____ as Principal,
and _____
of: _____ as Surety,
firmly bound and held unto the Alaska Railroad Corporation in the penal sum of _____ Dollars (\$ _____),
good and lawful money of the United States of America for the payment whereof, well and truly to be paid
to the Alaska Railroad Corporation, we bind ourselves, our heirs, successors, executors, administrators,
and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal has entered into a written contract with said Alaska Railroad Corporation,
on the _____ of _____, 20____,
for _____,

said work to be done according to the terms of said contract. **ARRC Project: ITB 25-18-213091 Ship
Creek Bridge 114.3 Replacement**

NOW, THEREFORE, the conditions of the foregoing obligation is such that if the said Principal shall well
and truly perform and complete all obligations and work under said contract and if the Principal shall
reimburse upon demand of the Alaska Railroad Corporation any sums paid him/her which exceed the final
payment determined to be due upon completion of the project, then these presents shall become null and
void; otherwise they shall remain in full force and effect.

IN WITNESS WHEREOF, We have hereunto set our hands and seals this _____ day of _____, 20____.

Principal: _____
Address: _____
Telephone Number: _____
Contact Name: _____

By: _____

By: _____

Surety: _____

Address: _____

Contact Name: _____

By: _____

By: _____

The offered bond has been checked for adequacy under the applicable statutes and regulations:

Alaska Railroad Corporation

[Authorized Representative] Date

(Instructions on Next Page)

INSTRUCTIONS

1. This form shall be used whenever a performance bond is required. There shall be no deviation from this form without approval from the Contracting Officer.
2. The full legal name, business address, telephone number, and point of contact of the Principal and Surety shall be inserted on the face of the form. Where more than a single surety is involved, a separate form shall be executed for each surety.
3. The penal amount of the bond, or in the case of more than one surety the amount of obligation, shall be entered in words and in figures.
4. The bond shall be signed by authorized persons. Where such persons are signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved, evidence of authority must be furnished.

Form 395-0127

**ALASKA RAILROAD CORPORATION
CONSTRUCTION CONTRACT**

Contract Number: _____

This CONTRACT, between the ALASKA RAILROAD CORPORATION, herein called ARRC, acting by and through its Contracting Officer, and _____, a Corporation, incorporated under the laws of the State of Alaska, its successors and assigns, hereinafter called the Contractor, is effective the date of the signature of the Contracting Officer on this document.

Billing Information: Invoices shall be submitted to Accounts Payable, Alaska Railroad Corporation, PO Box 107500, Anchorage, AK 99510-7500. Please reference your contract number on all invoices and correspondence.

WITNESSETH: That the Contractor, for and in consideration of the payment or payments herein specified and agreed to by ARRC, hereby covenants and agrees to furnish and deliver all the materials and to do and perform all the work and labor required in the construction of the following project:
_____ at the prices bid by the Contractor for the respective estimated quantities aggregating approximately the sum of: **Bid amount** _____ **dollars and /cents (\$_____.**00) for the Base Bid and such other items as are mentioned in the original Bid, which Bid and prices named, together with the Contract Documents (Invitation to Bid, Addenda & Contract) and Contractors Bid are made a part of this Contract and accepted as such, the project being situated at the Port of Anchorage, Alaska.

It is distinctly understood and agreed that no claim for additional work or materials, done or furnished by the Contractor and not specifically herein provided for shall be allowed by ARRC, nor shall the Contractor do any work or furnish any material not covered by this Contract, unless such work is ordered in writing by ARRC. In no event shall ARRC be liable for any materials furnished or used, or for any work or labor done, unless the materials, work, or labor are required by the Contract or on written order furnished by ARRC. Any such work or materials which may be done or furnished by the Contractor without written order first being given shall be at the Contractor's own risk, cost, and expense and the Contractor hereby covenants and agrees to make no claim for compensation for work or materials done or furnished without any such written order.

The Contractor further covenants and agrees that all materials shall be furnished and delivered and all labor shall be done and performed, in every respect, to the satisfaction of ARRC, by **July 31, 2026**

It is expressly understood and agreed that in case of the failure on the part of the Contractor, for any reason, except with the written consent of ARRC, to complete the furnishing and delivery of materials and the doing and performance of the work before the aforesaid date, ARRC shall have the right to deduct from any money due or which may become due the Contractor, or if no money shall be due, ARRC shall have the right to recover liquidated damages as spelled out in General Conditions, Construction. The bonds given by the Contractor in the sum of: **100% of Bid Amount \$_____ Payment Bond, and 100% of Bid Amount \$_____ Performance Bond**, to secure the proper compliance with the terms and provisions of this Contract, are submitted herewith and made a part hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Contract and hereby agree to its terms and conditions.

CONTRACTOR

Name of Contractor

Signature

Date

Name and Title

(Corporate Seal)

ALASKA RAILROAD CORPORATION

Contracting Officer (Signature)

Date

Typed or Print Name

**APPENDIX G
REQUIRED CONTRACT PROVISIONS
FOR
FEDERAL-AID CONTRACTS
[Revised March 21, 2023]**

The following contract provisions shall apply, where applicable, to all work performed on the contract by the contractor's own organization and by subcontractors. As provided in this Section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions and further require their inclusion in any lower tier subcontracts or purchase orders that may in turn be made. Incorporation by reference shall not be allowed. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with all applicable Required Contract Provisions.

1. CARGO PREFERENCE REQUIREMENTS - 46 USC 55305; 46 CFR Part 381 [Applicable to all Federal-aid contracts involving equipment, materials or commodities which may be transported by ocean vessel]

Cargo Preference-Use of United States Flag Vessels - The contractor agrees: **a. to use** privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; **b. to furnish** within twenty (20) working days following the date of loading for shipments originating within the United States or within thirty (30) working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding subsection to the Division of Cargo Preference and Domestic Trade, Maritime Administration, 1200 New Jersey Avenue, SE, Washington, D.C. 20590 and to ARRC (through the contractor in the case of a subcontractor's bill-of-lading), marked with appropriate identification of the project; **c. to include these** requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

2. DEBARMENT, SUSPENSION, INELIGIBILITY & VOLUNTARY EXCLUSION - 2 CFR Part 180 & Part 1200; 2 CFR 200.213; Executive Orders 12549 & 12689 [Applicable to all Federal-aid contracts which exceed \$25,000]

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Non-procurement Suspension and Debarment," 2 CFR Part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," 2 CFR Part 180. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

By signing this contract and/or submitting its bid or proposal, the Contractor, bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the ARRC. If it is later determined by the ARRC that the Contractor, bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the ARRC, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor, bidder or proposer agrees to comply with the requirements of 2 CFR Part 180, subpart C, as supplemented by 2 CFR Part 1200, while its offer is valid and throughout the period of any contract that may arise from its offer. The contractor, bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

3. DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS - 40 USC 3141-3148; 49 USC 5333(a); 29 CFR Part 5; 2 CFR Part 200, App. II (D) [Applicable to all Federal-aid construction contracts which exceed \$2,000]

(1) Minimum wages - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or

(C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or

(C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(2) Withholding - ARRC shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any

subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, ARRC may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to ARRC for transmission to the Federal grantor agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal grantor agency or the Department of Labor, and shall permit such representatives to interview employees

during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees - (i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements - The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

(6) Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility - (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC 1001.

4. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - 40 USC 3701-3708.; 29 CFR Part 5; 29 CFR 1926; 2 CFR Part 200, App. II (E) [Applicable to all Federal-aid construction in excess of \$100,000 and all nonconstruction contracts which employ mechanics and laborers on a public work in excess of \$100,000]

A. Overtime (Applicable to construction and nonconstruction contracts)

(1) Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages - ARRC shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other

federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

(5) Payrolls and basic records - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

B. Contract Work Hours and Safety Standards Act (Applicable to construction contracts only) (i) The Contractor agrees to comply with section 107 of the Contract Work Hours and Safety Standards Act, 40 USC § 333, and applicable DOL regulations, "Safety and Health Regulations for Construction" 29 CFR Part 1926. Among other things, the Contractor agrees that it will not require any laborer or mechanic to work in unsanitary, hazardous, or dangerous surroundings or working conditions.

(ii) **Subcontracts** - The Contractor also agrees to include the requirements of this section in each subcontract. The term "subcontract" under this section is considered to refer to a person who agrees to perform any part of the labor or material requirements of a contract for construction, alteration or repair. A person who undertakes to perform a portion of a contract involving the furnishing of supplies or materials will be considered a "subcontractor" under this section if the work in question involves the performance of construction work and is to be performed: (1) directly on or near the construction site, or (2) by the employer for the specific project on a customized basis. Thus, a supplier of materials which will become an integral part of the construction is a "subcontractor" if the supplier fabricates or assembles the goods or materials in question specifically for the construction project and the work involved may be said to be construction activity. If the goods or materials in question are ordinarily sold to other customers from regular inventory, the supplier is not a "subcontractor." The requirements of this section do not apply to contracts or subcontracts for the purchase of supplies or materials or articles normally available on the open market.

5. FEDERAL WATER POLLUTION CONTROL ACT- 33 USC 1251-1387; 2 CFR Part 200, App. II (G) [Applicable to all Federal-aid contracts which exceed \$150,000]

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. The Contractor agrees to report each violation to ARRC and understands and agrees that ARRC will, in turn, report each violation as required to assure notification to the Federal grantor agency and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal funds.

6. CLEAN AIR ACT- 42 USC 7401-7671q; 2 CFR Part 200, App. II (G) [Applicable to all Federal-aid contracts which exceed \$150,000]

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC 7401 et seq. The Contractor agrees to report each violation to ARRC and understands and agrees that ARRC will, in turn, report each violation as required to assure notification to the Federal grantor agency and the appropriate EPA Regional Office. (2) The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal funds.

7. ACCESS TO RECORDS AND REPORTS – 49 USC 5325(g); 2 CFR 200.333; 49 CFR Part 633
[Applicable to all Federal-aid contracts]

Access to Records - The following access to records requirements apply to this Contract:

1. Contractor agrees to provide ARRC, the Federal grantor agency, the Comptroller General, or any of their duly authorized representatives access to the Contractor's books, documents, papers and records which are directly pertinent to this contract for the purpose of making audit, examination, excerpts and transcriptions.
2. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. Contractor agrees to comply with the record retention requirements in accordance with 2 CFR 200.333. Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain the same until ARRC, the Federal grantor agency, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
4. Contractor agrees to permit the Federal grantor agency and its contractors access to the sites of performance under this contract as reasonably may be required.
5. Contractor agrees to include these requirements in each subcontract financed in whole or in part with Federal funds.

8. CHANGES TO FEDERAL REQUIREMENTS – [Applicable to all Federal-aid contracts]

Federal Changes - Contractor shall at all times comply with all applicable Federal regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement between ARRC and the Federal grantor agency, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

9. NO GOVERNMENT OBLIGATION TO THIRD PARTIES[Applicable to all Federal-aid contracts]

(1) ARRC and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to ARRC, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

10. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS – 49 USC 5323j(1); 31 USC 3801-3812; 49 CFR Part 31; 18 USC 1001 [Applicable to all Federal-aid contracts]

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC §3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract,

the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the Federally assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance, the Government reserves the right to impose the penalties of 18 USC §1001 and 49 USC 5323(I) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

11. SEISMIC SAFETY REQUIREMENTS - 42 USC 7701 et seq. & 49 CFR Part 41; Executive Order 12699 [Applicable only to Federal-aid contracts for the construction of new buildings or additions to existing buildings]

Seismic Safety - The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations, 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

12. ENERGY CONSERVATION REQUIREMENTS - 42 USC 6321 et seq. & 49 CFR Part 622, Subpart C [Applicable to all Federal-aid contracts]

Energy Conservation - The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

13. CIVIL RIGHTS AND EQUAL OPPORTUNITY REQUIREMENTS – 49 USC 5332; 29 USC 623, 42 USC 2000e, 42 USC 6102, 42 USC 12112, 42 USC 12132, 29 CFR Part 1630, & 41 CFR Parts 60 et seq. [Applicable to all Federal-aid contracts]

Civil Rights - The following requirements apply to the underlying contract:

1. Nondiscrimination - In accordance with 49 USC 5332 and Title VI of the Civil Rights Act, as amended, 42 USC 2000e, section 303 of the Age Discrimination Act of 1975, as amended, 42 USC 6102, and section 202 of the Americans with Disabilities Act of 1990, 42 USC 12132, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements the Federal grantor agency may issue.

2. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with 49 USC 5332 and Title VI of the Civil Rights Act, as amended, and 42 USC §2000e, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 USC 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that

employees are treated during employment, without regard to their race, color, religion, national origin, sex, gender identity, sexual orientation, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements the Federal grantor agency may issue.

(b) Age - In accordance with the Age Discrimination in Employment Act, 29 USC 621-634; U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 CFR Part 1625; the Age Discrimination Act of 1975, as amended, 42 USC 6101 *et seq.*; U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 CFR Part 90; and 49 USC 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements Federal grantor agency may issue.

(c) Disabilities - In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 USC 794, the Americans with Disabilities Act of 1990, as amended, 42 USC 12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 USC 4151 *et seq.*, and 49 USC 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements the Federal grantor agency may issue.

3. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance, modified only if necessary to identify the affected parties.

14. VIOLATION AND BREACH OF CONTRACT - 2 CFR 200.326; 2 CFR Part 200, App. II(A)
[Applicable to all Federal-aid contracts in excess of \$150,000]

Rights and Remedies of the ARRC

Except as may be otherwise provided in the contract documents, in the event that ARRC deems the contractor guilty of a default or breach of any provision under the Contract, ARRC shall have any and all rights and remedies provided by applicable law, including, but not limited to the following:

1. The right to take over and complete the work or any part thereof as agent for and at the expense of the Contractor, either directly or through other contractors;
2. The right to cancel this Contract as to any or all of the work yet to be performed;
3. The right to specific performance, an injunction or any other appropriate equitable remedy; and
4. The right to money damages.

Rights and Remedies of Contractor

Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract, which may be committed by the ARRC, the Contractor expressly agrees that no default, act or omission of the ARRC shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Contract (unless the ARRC directs Contractor to do so) or to suspend or abandon performance. Contractor claims or disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in accordance with ARRC's Procurement Rules.

Performance During Dispute - Unless otherwise directed by ARRC, Contractor shall continue performance under this contract while matters in dispute are being resolved.

Notification - In addition to the notice requirements set out elsewhere in this Contract, if the contractor becomes aware of any act or occurrence which may form the basis of a claim by the contractor for additional compensation or an extension of time for performance, or if any dispute arises regarding a question of fact or interpretation of the contract, the contractor shall immediately inform the Project Manager. If the matter cannot be resolved by agreement within 7 days, the contractor shall, within the next 14 days, submit an Intent to Claim in writing to the Project Manager. The claim, if not resolved, shall be presented to the Project Manager, in writing, within 60 days following receipt of the Intent to Claim. Receipt of the claim will be acknowledged in writing by the Project Manager. The Contractor agrees that unless these written notices are provided, the contractor will have no entitlement to additional time or compensation for such act, event or condition.

Presenting Claim - A claim shall be submitted in accordance with ARRC Procurement Rule 1800.12 and shall specifically include the following:

1. The act, event or condition giving rise to the claim.
2. The contract provisions which apply to the claim and under which relief is provided.
3. The item or items of contract work affected and how they are affected.
4. The specific relief requested, including additional contract time if applicable, and the basis upon which it was calculated.

Claim Validity, Additional Information, & Project Manager's Actions - The claim, in order to be valid, must not only show that the contractor suffered damages or delay but that those conditions were actually a result of the act, event or condition complained of and that the contract provides entitlement to relief to the contractor for such act, event, or condition. The Project Manager reserves the right to make written request to the contractor at any time for additional information which the contractor may possess relative to the claim. The contractor agrees to provide the Project Manager such additional information within 30 days of receipt of such a request. Failure to furnish such additional information may be regarded as a waiver of the claim. The claim, if not resolved by agreement within 60 days of its receipt, will automatically be forwarded to the Manager of Purchasing & Materials for formal written decision.

Decision on Claim - The contractor will be furnished the Manager of Purchasing & Materials' decision within the next 90 days, unless additional information is requested by the ARRC. The Manager of Purchasing & Materials' decision is final and conclusive unless fraudulent as to the Claim.

Notice of Appeal - Within 14 days of receipt of the Manager of Purchasing & Materials' decision, the contractor may deliver a Notice of Appeal to ARRC in accordance with ARRC Procurement Rule 1800.13 and request a hearing. The Notice of Appeal shall include specific exceptions to the Manager of Purchasing & Materials' decision, including specific provisions of the contract, which the contractor intends to rely upon in the appeal. General assertions that the Manager of Purchasing & Materials' decision is contrary to law or to fact are not sufficient.

Decision on Appeal - The decision of the ARRC on appeal will be rendered within 90 days after the conclusion of a hearing conducted under ARRC Procurement Rule 1800.15 or the date of receipt of the Notice of Appeal, whichever is later. The time limits given above may be extended by mutual consent. The decision of ARRC on appeal shall be final and conclusive unless the Contractor appeals to the superior court in accordance with ARRC Procurement Rule 1800.18.

15. NONSEGREGATED FACILITIES [Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more]

1. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO Provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

2. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, or national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

3. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to the award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

16. NATIONAL HISTORIC PRESERVATION ACT REQUIREMENTS – 54 USC 300101 et seq.
[Applicable to all Federal-Aid contracts]

In the performance of this contract, neither Contractor nor its subcontractors shall take any action (which term includes but is not limited to the seeking of any required federal license or permit, and the extraction of material or natural resources from any source whatsoever) that may affect a district, site, building, structure or object that is included in or eligible for inclusion in the National Register of Historic Places without prior notice to ARRC and compliance with the requirements of the National Historic Preservation Act of 1966, 54 USC 300101 et seq. Contractor is advised that both historic and cultural sites may be eligible for inclusion on the National Register.

17. FLY AMERICA REQUIREMENT - 49 USC 40118; 41 CFR 301-10 [Applicable to all Federal-aid contracts which may involve the international air transportation of equipment, materials, commodities, products or personnel]

a) *Definitions.* As used in this clause--

“International air transportation” means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States

“United States” means the 50 States, the District of Columbia, and outlying areas.

“U.S.-flag air carrier” means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 USC 40118) (Fly America Act) requires contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. *[State reasons]:*

The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

18. RECYCLED PRODUCTS - 42 USC 6962; 40 CFR PART 247; 2 CFR 200.322 [Applicable to all Federal-aid contracts for items designated by the EPA, for the purchase of \$10,000 or more of one of these items during the fiscal year]

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 USC 6962, and U.S. Environmental Protection Agency (U.S. EPA), “Comprehensive Procurement Guideline for Products Containing Recovered Materials,” 40 CFR Part 247. The Contractor agrees to include these requirements in each subcontract financed in whole or in part with Federal funds.

19. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION TERMS - FTA Circular 4220.1F
[Applicable to all FTA funded contracts]

The provisions herein include, in part, certain Standard Terms and Conditions required by USDOT, whether or not expressly set forth in the contract provisions. All contractual provisions required by USDOT, as set forth in FTA Circular 4220.1F are incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any ARRC requests which would cause ARRC to be in violation of the FTA terms and conditions.

20. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM - 49 CFR Part 26. [Applicable to all U.S. Department of Transportation-funded contracts, including those funded by FTA, FRA and FHWA]

1. Assurance - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of U.S. Department of Transportation-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the ARRC deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible. 49 CFR 26.13(b).

2. Contract Goal – ARRC runs a completely race-neutral DBE program. Accordingly, this contract has no specific contract goal for the participation of Disadvantaged Business Enterprises (DBEs). ARRC does have an overall annual goal that it strives to meet, however. The ARRC therefore strongly encourages the contractor to use the services of small businesses, including DBEs, as subcontractors whenever possible. The ARRC requests that the contractor consider such measures as: (1) subcontracting to small businesses, including DBEs, portions of the work the contractor might otherwise do with its own forces; (2) reducing or waiving subcontractor bonding requirements for small businesses, including DBEs; (3) reviewing the list of businesses certified in the Small Business Administration's 8(a) Business Development Program for potential subcontractors [contact the SBA at (907) 271-4022]; and (4) reviewing the list of businesses certified as DBEs by the Alaska Unified Certification Program for potential subcontractors [<http://www.dot.state.ak.us/cvlrts/directory.shtml>].

3. Prompt Payment - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the prime contractor receives from the ARRC. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed, even if the prime contractor's work has not been completed. Any retainage not returned to a subcontractor will be reported to the ARRC by the prime contractor. This clause applies to both DBE and non-DBE subcontractors.

21. FHWA BUY AMERICA REQUIREMENTS - 23 CFR 635.410 [Applicable only to FHWA funded construction contracts in excess of \$150,000]

Unless a waiver has been granted by the FHWA, all steel and iron materials which are incorporated into the work, and the action of applying a coating to a covered material (i.e., steel and iron), shall be manufactured in the United States except that minor amounts of steel and iron materials of foreign manufacture may be used, provided the aggregate cost of such materials does not exceed one tenth of one percent (0.1 percent) of the total contract amount, or \$2500, whichever is greater. Coating includes epoxy coating, galvanizing, painting, and any other coating that protects or enhances the value of a material subject to the requirements of this section. For the purposes of this section, the cost is the value of the products as they are delivered to the project. When steel and iron materials manufactured in the United States are shipped to a foreign country where non-steel or iron products are installed on or in them (i.e., electronic components in a steel cabinet), the steel and iron is considered to meet the requirements

of this section. A certification of materials origin, attesting to compliance with this provision, shall be furnished to the Engineer prior to incorporating any steel or iron products into the project. Bidders may submit an alternate bid for the project based on the use of foreign iron or steel materials. In this event, the contract will be awarded to the bidder who submits the lowest total responsive bid based on furnishing domestic iron and steel materials unless such total bid exceeds the lowest total responsive bid based on furnishing foreign steel and iron materials by more than 25 percent.

Certificate of Compliance with 23 CFR 635.410

The bidder or offeror hereby certifies that it will comply with the requirements of 23 CFR 635.410.

Date: _____

Signature: _____

Company Name: _____

Title: _____

22. FTA BUY AMERICA REQUIREMENTS - 49 USC 5323(j) and (u); 49 CFR Part 661 [Applicable only to FTA funded projects that involve the purchase of more than \$150,000 of iron, steel, manufactured goods or rolling stock]

Buy America - The contractor agrees to comply with 49 USC 5323(j), 49 CFR Part 661, and 2 CFR 200.322, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7. Separate requirements for rolling stock are set out at 49 USC 5323(j)(2)(C), 49 USC 5323(u), and 49 CFR 661.11.

Construction materials used in the Project are subject to the domestic preference requirement of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911 – 70927 (2021), as implemented by the U.S. Office of Management and Budget, the U.S. Department of Transportation, and FTA.

A bidder or offeror must submit to the ARRC the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

Certification requirement for procurement of steel, iron, manufactured products, and construction materials:

Certificate of Compliance

The bidder or offeror hereby certifies that it will meet the requirements of 49 USC 5323(j)(1), the applicable regulations in 49 CFR Part 661.6, and the domestic preference requirement of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911 – 70927 (2021).

Date: _____
Signature: _____
Company Name: _____
Title: _____

Certificate of Non-Compliance

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 USC 5323(j), 49 CFR 661.6, or the domestic preference requirement of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911 – 70927 (2021), but it may qualify for an exception pursuant to 49 USC 5323(j)(2)(A), 5323(j)(2), as amended; the applicable regulations in 49 CFR 661.7; or applicable waivers published by the Secretary of the U.S. Department of Transportation.

Date: _____
Signature: _____
Company Name: _____
Title: _____

Certification requirement for procurement of rolling stock and associated equipment:

Certificate of Compliance

The bidder or offeror hereby certifies that it will comply with the requirements of 49 USC 5323(j) and (u) and the regulations at 49 CFR 661.11.

Date: _____
Signature: _____
Company Name: _____
Title: _____

[continued next page]

Certificate of Non-Compliance

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 USC 5323(j) and (u) and 49 CFR 661.11, but may qualify for an exception pursuant to 49 USC 5323(j)(2)(C), and the applicable regulations at 49 CFR 661.7.

Date: _____
Signature: _____
Company Name: _____
Title: _____

23. FRA BUY AMERICAN REQUIREMENTS-SUPPLIES - 41 USC 8301-8305; 48 CFR Part 25 [If required under the terms of the grant agreement, applicable only to FRA funded contracts for the purchase of goods, supplies or equipment in excess of \$10,000]

(a) The FRA requires its grantees to comply with The Buy American Act (41 U.S.C. 8301 *et seq.*) which provides that preference be given to domestic end products.

Commercially available off-the-shelf (COTS) item, as used in this clause, means

- (1) any item of supply (including construction material) that is (i) a commercial item, as defined in paragraph (1) of the definition at 48 CFR 2.101; (ii) sold in substantial quantities in the commercial marketplace; and (iii) offered under this contract in the same form in which it is sold in the commercial marketplace; and
- (2) does not include bulk cargo, as defined in 46 USC 40102(4), such as agricultural products and petroleum products.

Components, as used in this clause, means those articles, materials, and supplies incorporated directly into the end products.

Cost of components, as used in this clause, means

- (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

Domestic end product, as used in this clause, means

- (1) an unmanufactured end product mined or produced in the United States, or
- (2) an end product manufactured in the United States, if
 - (i) the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as the products referred to in subparagraphs (b) (2) or (3) of this clause shall be treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic; or
 - (ii) the end product is a COTS item.

End products, as used in this clause, means those articles, materials, and supplies to be acquired for public use under this contract.

Foreign end product, as used in this clause, means an end product other than a domestic end product.

United States, as used in this clause, means the 50 States, the District of Columbia, and outlying areas (as defined at 48 CFR 2.101).

(b) The Contractor shall deliver only domestic end products, except those-

- (1) For use outside the United States;

(2) That government agencies have determined are not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality. A current list of such items is contained in 48 CFR 25.104;

(3) For which the agency determines that domestic preference would be inconsistent with the public interest; or

(4) For which the agency determines the cost to be unreasonable under 48 CFR 25.105. The offered price of a domestic end product shall be determined to be unreasonable when the lowest acceptable domestic offer exceeds the lowest acceptable foreign offer, inclusive of duty, by more than 6 percent, if the domestic offer is from a large business or more than 12 percent, if the domestic offer is from a small business concern

In accordance with 41 USC 1907, the component test of the Buy American statute is waived for an end product that is a COTS item (See 48 CFR 12.505(a)(1)).

A bidder must submit to ARRC the Buy American certification (below) with its bid response for FRA funded supply contracts. The Contractor shall deliver only domestic end products except to the extent that it specifies delivery of foreign end products in its provision of the Buy American Certificate. Bids that are not accompanied by a completed Buy American certification may be rejected as nonresponsive.

Buy American Certificate
Certificate of Compliance with 41 USC 8301-8305 - Supplies

(a) The bidder or offeror hereby certifies that the products it proposes to supply hereunder comply with the requirements of 49 USC 8301-8305 and the applicable regulations in 48 CFR Part 25. The bidder or offeror certifies that each end product, except those listed in paragraph (b) of this certificate, is a domestic end product and that for other than COTS items, the bidder or offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The bidder or offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS items and does not meet the component test in paragraph (2) of the definition of "domestic end product."

(b) Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

(List as necessary)

Date: _____

Signature: _____

Company Name: _____

Title: _____

24. FRA BUY AMERICAN REQUIREMENT-CONSTRUCTION - 41 USC 8301-8305; 48 CFR Part 25
[Applicable only to FRA funded construction contracts in excess of \$10,000]

(a) The FRA requires its grantees to comply with The Buy American Act (41 U.S.C. 8301 *et seq.*) which provides that preference be given to domestic construction materials. As used in this clause-

Components means those articles, materials, and supplies incorporated directly into construction materials.

Construction material means an article, material, or supply brought to the construction site for incorporation into the building or work. Construction material also includes an item brought to the site pre- assembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, which are discrete systems incorporated into a public building or work and which are produced as a complete system, shall be evaluated as a single and distinct construction material regardless of when or how the individual parts or components of such systems are delivered to the construction site.

Domestic construction material means (1) an unmanufactured construction material mined or produced in the United States, or (2) a construction material manufactured in the U.S., if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of cost of all its components. Materials of foreign origin of the same class or kind as the materials listed in 48 CFR 25.108 shall be treated as domestic.

(b)(1) The Buy American Act (41 USC 8301-8305) requires that only domestic construction material be used in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) The requirement in paragraph (b)(1) of this clause does not apply to the excepted construction materials or components listed by the Government as follows: NONE

(3) Other foreign construction material may be used on this project if ARRC determines that-

(i) The cost would be unreasonable (the cost of a particular domestic construction material shall be determined to be unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent, unless the agency head determines a higher percentage to be appropriate);

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(4) The Contractor agrees that only domestic construction materials will be used by the Contractor, subcontractors, material men, and suppliers in the performance of this contract, except for foreign construction materials, if any, listed in paragraph (b)(2) or allowed under paragraph (b)(3) of this clause.

(c) *Request for determination.* (1) Contractors requesting to use foreign construction material under paragraph (b)(3) of this clause shall provide adequate information for ARRC evaluation of the request for a determination regarding the inapplicability of the Buy American Act in time to allow determination before submission of bids or offers. Each submission shall include a description of the foreign and domestic construction materials, including unit of measure, quantity, price, time of delivery or availability, location of the construction project, name and address of the proposed contractor, and a detailed justification of the reason for use of foreign materials cited in accordance with paragraph (b)(3) of this clause. A submission based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause. The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(2) If ARRC determines after contract award that an exception to the Buy American Act applies, the contract shall be modified to allow use of the foreign construction material, and adequate consideration shall be negotiated. However, when the basis for the exception is the unreasonable price of a domestic

construction material, adequate consideration shall not be less than the differential established in paragraph (b)(3)(i) of this clause.

(3) If ARRC does not determine that an exception to the Buy American Act applies, the use of that particular foreign construction material will be a failure to comply with the Act.

(d) For evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the following information and any applicable supporting data based on the survey of suppliers shall be included in the request:

**FOREIGN AND DOMESTIC CONSTRUCTION
MATERIALS PRICE COMPARISON**

Construction material description	Unit of Measure	Quantity	Price (Dollars) ^{1/}
Item 1: Foreign construction material Domestic construction material			
Item 2: Foreign construction material Domestic construction material			

List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary. Include other applicable supporting information.

^{1/}Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).

A bidder must submit to ARRC the Buy American certification (below) with its bid response for FRA funded construction. Bids that are not accompanied by a completed Buy American certification may be rejected as nonresponsive.

Certificate of Compliance with 41 USC 8301-8305 - Construction

The bidder or offeror hereby certifies that the construction materials it proposes to provide hereunder comply with the requirements of 49 USC 8301-8305 and the applicable regulations in 48 CFR Part 25.

Date: _____

Signature: _____

Company Name: _____

Title: _____

25. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING - 31 USC 1352; 2 CFR 200.450; 2 CFR 200 App. II(j); 49 CFR Part 20 [Applicable to all Federal-aid contracts and to all related subcontracts which exceed \$100,000]

A bidder must submit to ARRC the below certification with its bid response for any Federally funded contract that exceeds \$100,000. Bids that are not accompanied by a completed certification may be rejected as nonresponsive.

1. The undersigned Contractor certifies, to the best of his or her knowledge and belief, that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
2. The undersigned also agrees that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.
3. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____ certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 USC 3801, *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official: _____

Name and Title of Contractor's Authorized Official: _____

Date: _____

26. FTA PRE-AWARD AND POST DELIVERY AUDITS REQUIREMENTS - 49 USC 5323; 49 CFR Part 663 [Applicable only to FTA funded contracts for the purchase of rolling stock in excess of \$150,000]

Pre-Award and Post-Delivery Audit Requirements - The Contractor agrees to comply with 49 USC 5323(l) and FTA's implementing regulation at 49 CFR Part 663 and to submit the following certifications:

(1) Buy America Requirements: The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Bidder/Offeror certifies compliance with Buy America, it shall submit documentation which lists 1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and 2) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.

(2) Solicitation Specification Requirements: The Contractor shall submit evidence that it will be capable of meeting the bid specifications.

(3) Federal Motor Vehicle Safety Standards (FMVSS): The Contractor shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

27. CERTIFICATION REGARDING COMPLIANCE WITH 49 CFR 26.49 - ESTABLISHMENT OF DBE GOAL [Applicable to all FTA funded contracts for Transit Vehicles]

Certificate of Compliance with 49 CFR 26.49

The bidder or offeror hereby certifies that it has established a DBE goal and submitted it to the FTA for approval in accordance with the provisions of 49 CFR 26.49.

Date: _____

Signature: _____

Company Name: _____

Title: _____

28. SAFE OPERATION OF MOTOR VEHICLES - 23 USC Part 402; Executive Order No. 13043; Executive Order No. 13513; U.S. DOT Order No. 3902.10 [Applicable to all federally funded third party contracts]

Seat Belt Use - The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or ARRC.

Distracted Driving - The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

29. PATENT RIGHTS – 2 CFR Part 200, App. II(F); 37 CFR Part 401 [Applicable all federally funded contracts with a small business firm or nonprofit organization for the performance of experimental, developmental or research work]

This Project is funded through a Federal award for experimental, developmental, or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this contract. The Contractor shall grant the ARRC intellectual property access and licenses deemed necessary for the work performed under this contract and in accordance with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any

implementing regulations issued by the federal grantor agency. The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this contract and shall, at a minimum, include the following restrictions: Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of ARRC and the federal grantor agency, until such time as they may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution. For purposes of this agreement, the term "subject data" means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the contract. Examples of "subject data" include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.

1. The Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Federal Government Purposes," any subject data or copyright described below. For "Federal Government Purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

(a) Any subject data developed under the contract, whether or not a copyright has been obtained; and

(b) Any rights of copyright purchased by the Contractor using Federal assistance in whole or in part by the federal grantor agency.

2. Unless the federal grantor agency determines otherwise, the Contractor performing experimental, developmental, or research work required as part of this contract agrees to permit the federal grantor agency to make available to the public, either its license in the copyright to any subject data developed in the course of the contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this contract, is not completed for any reason whatsoever, all data developed under the contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.

3. Unless prohibited by state law, upon request by the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. The Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

4. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

5. Data developed by the Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract is exempt from the requirements herein, provided that the Contractor identifies those data in writing at the time of delivery of the contract work.

6. The Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

30. TERMINATION – 2 CFR 200.339; 2 CFR Part 200 App. II(B) [Applicable to all federally funded contracts in excess of \$10,000]

Except as may be otherwise provided in the contract documents, the following termination provisions apply to this contract:

1. ARRC may, for its sole convenience, terminate this contract in whole or in part, at any time by giving written notice of its intention to do so. In the event of such termination, Contractor shall be entitled to receive payment in accordance with the payment provisions of this contract for charges incurred prior to the effective date of termination. Contractor shall not be paid for any work done after receipt of a notice of cancellation or for any costs incurred by Contractor's suppliers or subcontractors which Contractor could reasonably have avoided. In no event shall ARRC be liable for unabsorbed overhead or anticipatory profit on unperformed work.

2. In addition to ARRC's right to terminate this contract for its convenience, ARRC may, by written notice of default to Contractor, terminate the contract in whole or in part in the following circumstances:

(a) The Contractor refuses or fails to perform its obligations under the contract, or fails to make progress so as to significantly endanger timely completion or performance of the contract in accordance with its terms, and Contractor does not cure such default within a period of ten (10) days after receipt of written notice of default from ARRC or within such additional cure period as ARRC may authorize; or

(b) Reasonable grounds for insecurity arise with respect to Contractor's expected performance and Contractor fails to furnish adequate assurance of due performance (including assurance of performance in accordance with the time requirements of the contract) within ten (10) days after receipt of a written request by ARRC for adequate assurance; or

(c) Contractor becomes insolvent or makes an assignment for the benefit of creditors or commits an act of bankruptcy or files or has filed against it a petition in bankruptcy or reorganization proceedings.

3. Upon receipt of a notice of cancellation or termination, Contractor shall immediately discontinue all performance and it shall immediately cause any of its suppliers or subcontractors to cease such work unless the notice directs otherwise and deliver immediately to ARRC all products, reports, plans, drawings, specifications, data, summaries or other materials and information, whether completed or in process, accumulated by Contractor in performance of the contract. The rights and remedies of ARRC provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

31. Prohibition on Certain Telecommunications and Video Surveillance Services and Equipment 2 CFR § 200.216 [Applicable to all Federal-aid contracts]

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889].

32. Notification to FTA; Flow Down Requirement – FTA Master Agreement, Section 39(b)(1), (2); 2 CFR 180.220; 2 CFR 1200.220 [Applies to FTA-funded contracts/third party contracts in excess of \$25,000]

If a current or prospective legal matter that may affect the Federal Government emerges, CONTRACTOR shall promptly notify ARRC, the FTA Chief Counsel, and the Regional Counsel for FTA Region 10. CONTRACTOR shall include these requirements as a flow down clause in any subcontract related to this Contract. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

33. Veteran Hiring Preference – 49 USC § 5325(k) [Applies to all FTA-funded contracts for capital construction projects]

Contractor shall give a hiring preference, to the extent practicable, to veterans (as defined in 5 USC § 2108) who have the requisite skills and abilities to perform the construction work required under the Contract. This clause shall not be understood, construed or enforced in any manner that would require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

APPENDIX H

COST SCHEDULE

COST SCHEDULE: A Bidder's Failure to provide the information requested in this Appendix may be cause for rejection of the bid on the basis on non-responsiveness. Cost shall be bid in accordance with all specifications and any Technical Specifications incorporated herein.

AWARD CRITERIA: A contract award resulting from this solicitation may be made to the low, responsive, responsible bidder who meets the requirements as set forth in the Plans and specifications and compliance thereof. An award may be made in the aggregate of Base Bid. The successful bidder shall hold unit prices of all additives firm for a period of thirty (30) days from the date of bid opening. Award is contingent on the availability of FTA and ARRC funds.

BASE BID ITEMS:

SCHEDULE OF VALUES					
Item No.	Item Description	Unit	Quantity	Unit Bid Price	Amount Bid
640.0001.1	Mobilization and Demobilization	LS	1		
201.0003.1	Clearing	ACRE	0.5		
202.001.1	Removal of Structures and Obstructions	LS	1		
205.0001.1	Excavation for Structures	CY	660		
301.0005.1	Railroad Sub-Ballast, Grading C-1	TON	25		
304.0005.1	Subbase, Grading A	TON	118		
309.0001.1	Railroad ballast, Type 3	TON	815		
309.0001.2	Railroad ballast, Type 5	TON	157		
501.0001.1	Class A Concrete	LS	1		
501.0008.1	Precast Concrete, Member (ALL)	LS	1		
501.0004.1	Class DS Concrete, 42" Dia. Pipe Fill	LF	400		
501.0004.2	Class DS Concrete, 48" Dia. Pipe Fill	LF	440		
503.0001.1	Reinforcing Steel	LS	1		
504.0002.1	Structural Steel	LS	1		
505.0005.1	Furnish Structural Steel Piles, 42" Pipe	LF	636		
505.0005.2	Furnish Structural Steel Piles, HP14X89	LF	120		

505.0005.3	Furnish Structural Steel Piles, 48" Pipe	LF	914		
505.0006.1	Drive Structural Steel Piles, 42" Pipe	EA	10		
505.0006.2	Drive Structural Steel Piles, HP14X89	EA	4		
505.0006.3	Drive Structural Steel Piles, 48" Pipe	EA	6		
508.0001.1	Waterproofing Membrane	LS	1		
611.0001.1	Riprap, Class II	CY	200		
618.0004.1	Seeding	SY	2250		
631.0002.1	Geotextile Stabilization, Class 1	SY	130		
641.001.1	Erosion, Sediment, and Pollution Control	LS	1		
641.0002.1	Temporary Erosion, Sediment, and Pollution Control	CS	1		
642.0001.1	Construction Surveying	LS	1		
643.0002.1	Traffic Maintenance	LS	1		
646.0001.1	CPM Scheduling	LS	1		
647.0001.1	As-Built Drawings and Specifications	LS	1		
691.0001.1	Temporary Site Access and Structures	LS	1		
802.0001.1	Track Work, 115# RE Rail	TF	240		
802.0005.1	Track Tamping, Surfacing, and Final Dressing	TF	2300		
Total Base Bid :					

NON-COLLUSION AFFIDAVIT: The Undersigned declares, under penalty of perjury under the laws of the United States, that neither he/she nor the firm, association, or corporation of which he/she is a member, has, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this Bid.

The Undersigned has read the foregoing proposal and hereby agrees to the conditions stated therein by affixing his/her signature below:

BIDDERS NAME AND ADDRESS:

COMPANY NAME

SIGNATURE BY AND FOR THE BIDDER

COMPANY MAILING ADDRESS

PRINTED NAME OF ABOVE BIDDER

CITY, STATE ZIP CODE

DATE OF BID

CONTACT PHONE NUMBER

CONTACT E-MAIL